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ABSTRACT

Two consecutive collective bargaining agreements between the Massachusetts Board of Regents of Higher Education and the Massachusetts Community College Council/Massachusetts Teachers Association are presented, covering the years 1983 through 1986 and 1986 through 1989. The 26 articles in the agreements set forth rights and provisions related to: (1) unit recognition and definitions; (2) the relationship between the association and the board, and the formation of a special joint study committee to resolve problems related to the agreement; (3) the use of board facilities; (4) the rights and responsibilities of the board, and the role of unit members in college governance; (5) maintenance of records; (6) deduction of dues and agency fees; (7) academic freedom and responsibility; (8) affirmative action; (9) supplemental benefits; (10) grievance procedures; (11) appointment, reappointment, and tenure; (12) workload, work assignment, and working conditions; (13) faculty evaluation; (14) promotion and change of rank of faculty and professional staff; (15) termination, dismissal, discipline, and resignation; (16) filling of vacancies; (17) transfer; (18) written notices; (19) retrenchment; (20) department chairs; (21) salary adjustments; (22) the establishment of the Management Association Committee on Employee Relations; (23) no strike or lockout pledge; (24) a savings clause; (25) holdover; and (26) the duration and successorship of the contract. Forms for applying for sabbaticals, complaints, workload computation, instructional evaluation, student advisement, promotion and professional development are appended to the 1986-89 agreement. (MDB)

ED294604

AGREEMENT

BETWEEN

The Massachusetts Board of Regents
of Higher Education
For The
Massachusetts Regional Community Colleges

AND

The Massachusetts Community College Council/
Massachusetts Teachers Association
An Affiliate Of
The National Education Association

JULY 1, 1983 through June 30, 1986

July 1, 1986 through June 30, 1989

JC 870 513

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AND

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An Affiliate Of
The National Education Association

For Academic Years
1983-1984 · 1984-1985 · 1985-1986
July 1, 1983 through June 30, 1986

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PREAMBLE

This Agreement is entered into by and between the Board of Regents of Higher Education (hereinafter the Board), and the Massachusetts Teachers Association/Massachusetts Community College Council (hereinafter the Association) as the exclusive bargaining representative for all employees in the bargaining unit described in Article I. Both parties to this Agreement recognize the unique contributions of the community colleges to education in this Commonwealth. Further, the parties recognize the need to strengthen and secure community college education. This Agreement has as its purpose the promotion of harmonious relations between the Board and the Association. The parties declare their commitment to maintaining and improving the quality of educational services offered by the Community Colleges. To this end the parties recognize their statutory obligations, pursuant to the provisions of General Laws, Chapter 150E, and the rules and regulations promulgated thereunder, to negotiate in good faith with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment.

Both parties recognize and declare that providing quality higher education and services to the citizenry of the Commonwealth with the broadest accessibility is their mutual goal. The education of our students is our primary purpose.

In recognition of these obligations it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

1.01 Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to conditions of employment for all regular full-time employees occupying the positions delineated in Appendix A.

The Board agrees to apply the applicable provisions of this Agreement to those employees whose source remuneration is derived from non-state appropriated funds and who perform the functions of any of those positions delineated in Appendix A, to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder allow, as determined by the President of the College or his/her designee. It is understood that the following Articles of this Agreement shall not apply to those individuals occupying said positions, except as otherwise provided in this Agreement:

Article XI	Appointment and Reappointment
Article XIX	Retrenchment

1.02 Definitions

Academic Year– a period of time encompassing two (2) semesters, beginning no earlier than September 1 and ending no later than May 31, exclusive of Commencement.

Administration– all professional employees of the Board who are not members of the bargaining unit as described in Appendix A.

Administrator– a non-unit professional employee.

Association– the Massachusetts Community College Council/Massachusetts Teachers Association, an affiliate of the National Education Association.

Association Representative– a member of the Association who has been designated as a representative by the Association President in writing to the President of the College; also, a representative of the Massachusetts Teachers Association or the National Education Association as designated by the Association President to the President of the College.

Board– the Board of Regents of Higher Education or any College Board of Trustees as defined in General Laws, Chapter 15A, whichever the case may be as provided in Article XXVI.

Chancellor– the Chancellor of the Board or an individual acting in that capacity as duly appointed by the Board, in accordance with General Laws, Chapter 15A.

Cause– shall mean just cause.

College President– the President of a Community College or an individual acting in that capacity as duly appointed by the Board in accordance with General Laws, Chapter 15A.

Colleges– all facilities and properties of a Community College now or hereinafter established by the Board pursuant to General Laws, Chapter 15A.

Complaint– a written statement setting forth a grievance as hereinafter defined, which includes a statement of all the known facts pertaining to the alleged breach on which the grievance is based, including but not limited to the date(s) when the breach allegedly occurred, the specific contractual provisions alleged to have been breached, the remedy requested.

Curriculum Coordinator– a unit member who functions in a similar manner as a department chairperson but is responsible for a smaller work area.

Department Chairperson (Work Area)– a unit member performing the duties delineated in Article 20.05.

Department Chairperson (Program)– a unit member performing the duties delineated in Article 20.06 and who may be assigned responsibility to assist in the implementation of a College program and/or curriculum, defined as a series of courses customarily leading to a certificate or associate degree and which accreditation, licensure or other external governing agencies require a member defined within the unit to perform supervisory functions for approval, maintenance and continuance of the program.

Dismissal– the discharge of any unit member for just cause prior to the expiration of his/her appointment.

Faculty– unit members occupying full-time positions as instructor, assistant professor, associate professor or professor.

Grievance– an allegation by a unit member(s) or by the Association that a specific provision of the Agreement has been breached in its application to him/her or it.

Grievant– a unit member(s) or the Association who seeks a resolution of a grievance pursuant to Article X.

Lay Off Status– the status of a unit member who has been retrenched pursuant to Article XIX.

Professional Judgment– every decision to renew or fail to renew a professional appointment, to terminate any such appointment, to grant or refuse to grant academic tenure, promotion, professional leave, sabbatical leave, educational needs/professional development awards, performance-based salary adjustments, and evaluation results shall be deemed to have been made pursuant to an exercise of professional judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of professional judgment. In matters of professional judgment, said decision is limited by the specific terms of this Agreement.

Professional Staff Member– a unit member whose primary duties are other than teaching.

Promotion– an appointment of a faculty member to the next higher faculty rank; or appointment of a professional staff member to the next higher classification.

Recall– the removal for cause of a person from his/her position as department chairperson but not the separation of said person from the service of the College.

Retrenchment– the discontinued employment of a unit member prior to the expiration of his/her term of appointment through no fault or delinquency on his/her behalf, pursuant to Article XIX.

Seniority– continuous full-time service by a unit member at his/her College, which is deemed to commence with the unit member's effective date of employment as a unit member.

Temporary Employee– one employed as a unit member to substitute for a unit member holding a regular, multiple year, or tenured appointment for a period of one (1) year or less for the purpose of replacing a unit member on leave or whose employment ended prior to the completion of the fiscal or academic year.

Tenure– an appointment which vests a right to continued employment at a College without limit of time subject to dismissal for just cause in accordance with Article XV and retrenchment in accordance with Article XIX.

Termination– the non-renewal of a contract of a non-tenured unit member.

Transfer– the appointment by the Board of a unit member to a faculty or professional staff position at the same rank or classification in the same or another College in the Community College System.

Unit Member– an employee of the Board occupying a position as defined in Article I and as delineated in Appendix A.

Work Area– those specific work areas designated by the administration as work areas.

Vacancy– a position for which funding is available and which the administration intends to fill.

1.03 New Positions Added

The Board recognizes its obligation under the provisions of General Laws, Chapter 150E, to bargain in good faith over the addition of any professional positions within the bargaining unit in excess of the total number of existing bargaining unit positions at a College.

1.04 Jurisdiction

During the term of this Agreement, the Board agrees not to negotiate with any unit member(s) or with any employee organization other than the Association.

APPENDIX A

The bargaining unit contains the following positions as described in Article 1.01:

Position	*Payroll Title Code*
Instructor	90-156
Assistant Professor	90-155
Associate Professor	90-154
Professor	90-153
Librarian *(in those cases where the Librarian is under the supervision of the Director of the Learning Resource Center or its equivalent)*	90-702
Assistant Librarian	90-703
Cataloguer	90-724
Coordinator of Student Activities	90-754
Placement Officer	90-375, 90-717
Health Care Counselor	90-771
Counselor	90-712
AV/TV Coordinator	
Director of Instructional Media *(in those cases where the Director is under the supervision of the Director of the Learning Resource Center or its equivalent)*	90-772
Director of Cooperative Education	90-766

ARTICLE II - RELATIONSHIP BETWEEN ASSOCIATION & BOARD

2.01 **Fair Practices**

The Board and the Association recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, sex, sexual preference, age, marital status, family relationship and handicap status.

2.02 **Complaints**

The administration shall within fourteen (14) calendar days send or communicate to a unit member any written complaint or material which the administration believes would adversely affect his/her employment status.

2.03 **Safety**

In accordance with applicable state or federal law, unit members shall not be required to work under unsafe conditions whenever such conditions have been brought to the attention of the President of the College or his/her designee by the unit member(s) and the College has failed to exercise reasonable efforts to redress the complaint.

2.04 **Individual Contracts**

All rights, benefits, duties and obligations of unit members as set forth in the Agreement shall during its term be expressly incorporated by reference into and made part of any contract of employment that has been or shall be entered into between the Board and a unit member and no such contract shall be contrary, in whole or in part, to the terms and conditions as set forth herein.

2.05 **Association Representatives**

The President of the Association shall furnish the Chancellor or his/her designee with a written list by September 15 of each year of officers and representatives of the Association and their terms of office. It is clearly understood that in the implementation of this section, there shall not be more than one (1) Association representative from each College; provided, however, that if a designated representative is unavailable, the President of the Association shall notify the Chancellor or his/her designee as to who shall be that representative's alternate.

2.06 **Relevant Information**

The Board shall provide to the Association in accordance with Chapter 150E, such information as is necessary for the proper discharge of its duties as the exclusive bargaining agent. Such information shall include, but not be limited to, a copy of the payroll at each College, the number of vacant and filled positions at each College, and the enrollment figures by program at each College; provided, however, that such information shall be provided to the local chapter president by October 15 of each year; provided further that this shall not require the College to compile such information in the form requested unless already compiled in that form.

ARTICLE II-A - SPECIAL JOINT STUDY COMMITTEE

There shall be established under this Agreement a Special Joint Study Committee according to the following provisions:

2A.01 There shall be appointed eight (8) members: the Board of Regents of Higher Education shall appoint three (3) Community College Presidents and the Vice Chancellor and Director of Employee Relations, or in his absence, the Associate Vice Chancellor of Employee Relations; the President of the Massachusetts Community College Council shall appoint three (3) officers of the Council and a representative or officer of the Massachusetts Teachers Association.

2A.02 The Committee shall meet no less than six (6) times per year, unless mutually agreed otherwise.

2A.03 The Committee may ask a neutral to join them on occasion as a useful catalyst in creating a problem-solving atmosphere.

2A.04 The Committee shall make rules of order within which to operate.

2A.05 All fees and expenses of the Committee (including those necessary to retain a neutral) shall be divided equally between the parties to this Agreement.

The Committee during the life of this Agreement shall:

1. Resolve matters of mutual concern between the parties to this Agreement.
2. Address issues which require in-depth study and discussion.
3. Resolve contract issues referred to it in the recent fact-finder's report and recommendations.
4. Explore and identify root causes of current problems between the parties with a view of resolving all such problems.
5. Make recommendations to the parties to this Collective Bargaining Agreement during the life of the new contract as recommended by the Fact-Finder.

All reports, findings and recommendations of the Special Study Committee shall be expeditiously given to the Chancellor of the Board of Regents of Higher Education and the President of the Massachusetts Community College Council.

ARTICLE III - USE OF BOARD FACILITIES

3.01 **Facility Use**

Upon request in writing made to the President of a College or to his/her designee, the Association or any College-based chapter thereof shall have the right to meet at such College, if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting.

3.02 **Bulletin Boards**

The President of each College or his/her designee shall assign at least two (2) bulletin boards for the exclusive use of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement. All notices so posted shall bear the signature of the President of the Association or his/her designee and shall indicate the date on which they are posted.

3.03 **Intra-College Mail**

The Association shall be permitted to use the intra-college mail system for the distribution of Association communications. All notices so placed shall bear the signature of the President of the Association.

3.04 **Unit Facilities and Services**

The Board shall make reasonable efforts to maintain at each College:

1. Office space currently being used or office space that may become available for the Association for on-campus contract administration;
2. Existing furnished employee lounges, restroom and eating facilities;
3. Existing assigned space and necessary equipment to carry out their assigned duties;
4. Existing parking facilities;
5. Existing telephones where currently operating;
6. Existing custodial, secretarial and technical assistance.

The President of the College or his/her designee shall consult with the Chapter President of the Association or his/her designee prior to altering the level of existing facilities or services listed herein and currently in use by unit members.

3.05 **Access to College Facilities**

The Board agrees to make available to unit members access to their work areas and offices on the same basis and to the same extent as such facilities are made available to other College employees, subject, however, to applicable Board policy, rules and regulations governing access to College facilities.

ARTICLE IV - THE RIGHTS & RESPONSIBILITIES OF THE BOARD

4.01 All management's rights and functions, except those which are clearly and explicitly abridged by the specific terms of this Agreement, shall remain vested within the Board. These exclusive rights include, but are not limited to the following:

1. To the executive management and administrative control of its Colleges and their properties and facilities;
2. To hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction; the duties, responsibilities, and assignment of teachers and other employees with respect to administrative and non-teaching activities; and the terms and conditions of employment;
5. To establish the standards of productivity of its employees; and
6. To establish policies, rules and regulations and practices in carrying out its responsibilities.

4.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the Constitution and laws of the United States. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the laws of the Commonwealth.

4.03 It is understood that the matters contained in this Article are not subject to the grievance and arbitration procedures in this Agreement, except as to the limitation stated in this Agreement or unless it can be shown that in the exercise of these rights the Board acted unreasonably and to the detriment of employee rights.

ARTICLE IV-A – COLLEGE GOVERNANCE

4.01 The Board recognizes the importance of the advisory role of unit members in matters of College governance, including the improvement and development of academic programs and resources. The Board and the Association recognize that advisory organizations currently exist within the Community College System and that the structures and procedures established by such bodies vary among the Colleges in response to differing conditions, interests and needs of each College. Such advisory organizations or similar organizations shall be maintained or created at each College, after consultation with the Association, to insure advisory comment from unit members and other constituencies of the College. A governance structure shall provide for an open forum for discussion and information sharing for the purpose of providing the President of the College with advisory input prior to the promulgation of College policy.

4.02 The Board recognizes the importance of the role of unit members in the selection process of unit members; provided, however, that unit members shall also participate in the selection process of administrators where they are currently allowed to do so pursuant to an established and continuous college-wide past practice or written College rule; provided further that the President of the College shall select unit members to serve on selection committees for these purposes after first consulting with the members of the appropriate division/department/work area.

ARTICLE V – MAINTENANCE OF RECORDS

5.01 Each Community College shall maintain an official personnel file for each unit member, which shall be the personnel file consulted when making all personnel decisions and recommendations. Any and all material contained in this personnel file concerning the unit member shall be open to the unit member with a right to copy at his/her expense, upon written request and by appointment during regular business hours.

The unit member shall be responsible for supplying the administration with all of the necessary documents requested by the administration in order to complete the unit member's files. The cost of supplying any materials after the unit member has complied with the aforementioned request shall be paid by the Board.

If any additional material is included within a unit member's files after the effective date of this Agreement, the unit member shall be sent a copy of such material within seven (7) calendar days thereafter.

The unit member shall have the right to file a statement in response to any written documents placed in his/her files.

5.02 Each College shall maintain a grievance file separate from the official personnel file.

5.03 The Colleges shall maintain the confidentiality of these files in accordance with state and federal law.

5.04 Whenever any individual or individuals inspect the official personnel file of a unit member, the date and name of the individual or individuals conducting such investigation shall be noted in the file.

ARTICLE VI – DEDUCTION OF DUES AND AGENCY FEES

6.01 **Dues Deductions**

A. Payroll deductions for membership dues of the Association shall be authorized pursuant to applicable laws of the Commonwealth.

B. The Association shall, at least thirty (30) days prior to the beginning of the academic year or within thirty (30) days of the effective date of this Agreement, give written notice to the Board of the amount of dues which are to be deducted on behalf of the Association and the names of the treasurers of the local affiliates of the Association.

6.02 **Agency Service Fee**

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or by payroll deduction shall have paid to the said Association an agency service fee that shall be one hundred per centum (100%) of the then current rate of dues payable by a member of the said Association: provided, however, that no such payment or deduction shall include any amount that represents a cost not related by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such rules and regulations have been promulgated, and as they may be amended from time to time by the Labor Relations Commission. Such fee so required to be paid shall be payable on or after the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or after the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction if so authorized pursuant to an Agency Service Fee Deduction Authorization; provided, however, that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board with effect no later than the end of the semester during which the Board shall have acted to dismiss him/her in accordance with the provisions of this Article; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such unit member after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designees shall grant such unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Whenever such unit member shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Board shall act to dismiss him/her at its meeting next following the expiration of the said fourteen (14) days; provided, however, that the Board need not so act if such unit member fulfills the said condition prior to the date of such meeting.

The Association shall reimburse the Board for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association shall intervene in and defend any administrative or court litigation with respect to any unit member's refusal or failure to pay the agency service fee, including, but not limited to, actions or claims arising from an employee's termination or dismissal. In such litigation, the Board shall have no obligation to defend the Association and the Association shall indemnify and hold the Board harmless from any loss occasioned by such litigation.

Any unit member who pays an agency service fee may on request obtain a rebate of part of his/her agency service fee in accordance with General Laws, Chapter 150E, Section 12, and Association procedures.

ARTICLE VII – ACADEMIC FREEDOM & RESPONSIBILITY

A. Academic Freedom

The Board and the Association endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education. The parties agree to promote public understanding and support of academic freedom and agreement upon procedures to assure academic freedom in Colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of his/her research, to full freedom in the classroom in discussing his/her subject, and most specifically in the selection of his/her classroom materials, including the selection of texts. The teacher is entitled to discuss controversial issues. As both a teacher and scholar, he/she recognizes his/her professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

A faculty member has the right to determine the amount and character of the work and other activities he/she pursues outside the College; provided such work and other activities do not interfere with the discharge of his/her responsibilities under the terms of this Agreement. Unit members are entitled to freedom of expression of political belief or affiliation.

B. Academic Responsibilities

Academic freedom carries with it correlative responsibilities.

The faculty member has the responsibility to his/her colleagues and the College community to preserve intellectual honesty in his/her teaching and his/her research. He/she respects the free inquiry of his/her associates and avoids interference in their work.

The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the several Colleges will be made by their most valuable resource, the faculty. The College or university teacher is a citizen and a member of a learned profession affiliated with an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, he/she should remember that the public may judge his/her profession and his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate when he/she is not an institutional spokesperson.

Institutions of higher education are committed to the search for truth and knowledge and to contributing to the solution of problems and controversies by the method of rational discussion.

ARTICLE VIII – AFFIRMATIVE ACTION

8.01. The Board and the Association recognize and affirm their commitment to the policy of non-discrimination, equal opportunity and affirmative action in all aspects of employment, including, but not limited to, recruitment, selection, placement, tenure, wages, training, retrenchment, promotion and termination. The Board and the Association agree to cooperate in the administration of the Board's Affirmative Action Policy and in the implementation of any Affirmative Action Policy as may be adopted by the Board based on or mandated by federal or state law. The Board and the Association recognize that the realization of equal opportunity shall be based on their mutually cooperative good faith efforts to achieve full and prompt utilization of women and minorities through the Board's Affirmative Action Policy.

8.02 The Board and the Association agree that the Joint Study Committee shall establish a subcommittee to study and report on the administration of the Board's Affirmative Action Policy.

ARTICLE IX – SUPPLEMENTAL BENEFITS

9.01 Authorized Leaves with Pay

A. Sick Leave

1. Entitlement

All faculty members shall be entitled to ten (10) days of sick leave for each academic year of service. All professional staff members shall be entitled to fifteen (15) days of sick leave for each year of service. Sick leave credit shall begin with the first (1st) full month of employment and accumulate monthly as follows:

a. Faculty members shall accumulate at the rate of one and one-ninth (1 1/9) days of sick leave for each full month of employment.

b. Professional staff members shall accumulate at the rate of one and one-quarter (1 1/4) days of sick leave for each full month of employment.

Credits for periods of less than one (1) full month's employment shall not be allowed. Sick leave not used in any year may be accumulated. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due, except as provided under Section 9.01 A4 – Sick Leave Bank.

2. Reinstatement

Unit members who are reinstated shall be credited with sick leave credits as have accrued at the termination of their previous service. No credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years or more from the date of termination of their previous service unless approval of the Board is secured for any of the following reasons:

1. Illness of such person and not because of illness of his/her immediate family;
2. Dismissal through no fault or delinquency attributable to such person; or
3. Injury while in the service of the Commonwealth in the line of his/her duties for which such person would be entitled to receive Workmen's Compensation benefits.

3. Use of Sick Leave

Sick leave shall be granted at the sole discretion of the President of the College under the following conditions:

a. When a unit member cannot perform his/her duties because he/she is incapacitated by personal illness or injury;

b. When, through exposure to contagious disease, the presence of the person at his/her post of duty would jeopardize the health of others;

c. In case of serious illness of husband, wife, child, parent of either spouse or of any other person subject to these rules, or of any person living in the immediate household of a person subject to these rules, he/she may be granted sick leave with pay not to exceed seven (7) working days within the fiscal year.

d. A unit member shall be entitled to sick leave with pay, not to exceed ten (10) consecutive working days, in the event his wife gives birth.

Notification of absences shall be given as early as possible on the first (1st) day of absence. If such notification is not made, such absence may, at the discretion of the College President or his/her designee, be applied to absence without pay. For any period of absence on account of sickness, the College President or his/her designee may require a physician's certificate proving the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefor, such absence may be applied at the discretion of the College President or his/her designee to absence without pay.

4. **Sick Leave Bank**

a. Upon the date of execution of this Agreement, there shall be established, or continued in the case of those Colleges having previously so established, a Sick Leave Bank.

b. During the term of this Agreement, a unit member who is not a member of the Sick Leave Bank may become so during the month of October by giving written notice to the President of the College or his/her designee that he/she is assigning to the Board one (1) day of his/her personal sick leave accumulation.

c. The President of the College or his/her designee shall maintain a register of the membership and the number of sick leave days accumulated in the Bank.

d. Five (5) working days after the exhaustion of his/her personal sick leave accumulation, every member of the Sick Leave Bank shall be entitled to draw upon the Sick Leave Bank, effective thereafter upon notice to the President of the College. The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Board policy; provided, however, that such sick leave shall be available only for the illness of the employee and not for the illness of the family.

e. Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen to fifty (50) days, the President of the College or his/her designee shall notify all members. Thereafter, one (1) personal sick day from each member's accumulated sick leave shall be assigned to the Bank unless a member notifies the President of the College or his/her designee in writing within five (5) days after receipt of said notice that he/she does not wish to remain a member; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted his/her personal sick leave accumulation on the date of the giving of such notice, shall assign such additional days within fifteen (15) days after the date on which such member is entitled to personal sick leave and shall retain all his/her rights in the Bank until such period of assigning an additional day shall have expired.

No unit member may draw upon the Sick Leave Bank in excess of the number of days to which he/she is entitled as determined by the administration.

A unit member who receives disability compensation provided by statute and who is entitled to any personal sick leave allowance may take so much of his/her personal sick leave allowance payment which, when added to the amount of disability compensation provided by statute, shall result in the payment to him/her of his/her full salary. The Sick Leave Bank shall not be used for this purpose.

5. **Certification and Notification of Sick Leave Status**

The President of the College or his/her designee shall notify every unit member on or before September 15th of each year of the number of sick days accumulated to his/her credit as of September 1.

Unit members shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement; provided, however, that such payment shall not enlarge or diminish those pension benefits for which a unit member would otherwise be entitled.

Whenever because of prolonged illness, the accumulated sick leave of a unit member is expended, the unit member may request from the Board an entension of sick leave benefits for the purposes provided in this Article.

B. Bereavement Leave

Upon notification to the President of the College or his/her designee of the death of the husband, wife, child, parent of either spouse, brother or sister of a person subject to this Agreement, or of a person living in the immediate household of a person subject to this Agreement, leave of absence with pay may be granted for a period not exceeding four (4) consecutive calendar days.

C. Military Leave

1. Every unit member shall be entitled, during the term of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41 or 60 of Chapter 33 of the General Laws, or during his/her annual tour of

duty, not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration and shall in addition be entitled to all leaves of absence provided under this Agreement.

2. Any unit member who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended.
3. Any unit member, who on or after January 1, 1980 shall have tendered his/her resignation or otherwise terminated his/her employment for the purpose of service in the military or naval forces of the United States, and who does or did serve or was or shall be rejected for such service, shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such unit member shall be deemed to have resigned or to have terminated his/her employment until the expiration of two (2) years from the termination of said military or naval service by him/her.

D. Court Leave

1. Unit members who are called for jury duty or are summoned to appear as witnesses on behalf of any town, city, county, state or federal government shall be granted court leave. Notice of service shall be filed with the President of the College or his/her designee upon receipt of summons.
2. If jury or witness fees received by a unit member amount to more than his/her rate of compensation, he/she may retain the excess of such fees and shall submit the regular rate of compensation together with a court certificate of service to the Board or its designee, and shall be deemed to be on leave of absence with pay. If the jury or witness fees amount to less than the unit member's regular rate of compensation, he/she shall be deemed to be on leave of absence with pay and he/she shall remit said fees to the Board or its designee with a court certificate of service.
3. Expenses submitted by the court for travel, meals and room hire shall be retained by the unit member and shall not be considered part of the jury or witness fees.
4. Whenever a unit member is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during his/her vacation, there shall be no necessity to account to the Board or the College for any fees received during such period.
5. When a unit member has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.
6. Court leave shall not affect employment rights of unit members.
7. Court leave shall not be granted when a unit member is the defendant or is engaged in personal litigation.

E. Other Leaves

Such other leaves as are herein authorized shall also be available to unit members, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President of the College or his/her designee. Leave of absence with pay may be granted for the following reasons:

1. To permit unit members who are veterans to pay tribute at the funeral in Massachusetts of dead veterans. The President of the College or his/her designee shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such service.
2. Unit members shall be entitled to leave of absence with pay to allow for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board or its designee shall, if legally appropriate and as soon as practicable, initiate a Workmen's Compensation claim and further payments because of such prophylactic inoculation shall cease.
3. Unit members shall be entitled to leave of absence with pay to allow for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.
4. Red Cross blood donations.
5. Oral, written and physical examination for state service conducted by the Division of Civil Service or the Division of Registration; and physical examination for state retirement.
6. To attend hearings in Industrial Accident cases as the injured person or as a witness therein. Any witness fees received by such injured person or witness shall be paid to the Board.
7. To allow attendance by unit members who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, AMVETS or World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United Spanish War Veterans, Veterans of Foreign Wars, Reserve Officers Association of the United States, Veterans of World War I of the U.S.A., Inc.
8. Leave of absence with pay not to exceed two (2) hours shall be granted to any unit member, if he/she makes application therefore to permit him/her to vote in the voting precinct, ward or town in which he/she is entitled to

vote; provided that the hour of opening and the hour of closing of the polls at such place would otherwise preclude his/her traveling to or from the polls.

9. Leave of absence with pay may be granted for officers, delegates or alternates of employee organizations for the purpose of attending conventions of their organizations.

F. Vacation Leave for Professional Staff Members

1. Entitlement

a. All professional staff members who work a twelve (12) month year shall be entitled to an annual vacation leave of twenty-two (22) days.

b. A professional staff member who has completed seven (7) full years of service but less than seventeen (17) full years of service on June 30 of any vacation year shall be granted annual vacation leave of twenty-three (23) days.

c. A professional staff member who has completed seventeen (17) full years of service but less than twenty-six (26) full years of service on June 30 of any vacation year shall be granted annual vacation leave of twenty-five (25) days.

d. A professional staff member who has completed twenty-five (25) years or more of service on June 30 of any vacation year shall be granted annual vacation leave of thirty (30) days.

2. Accrual of Vacation Days

Professional staff members shall accrue vacation days subject to the following provisions:

a. The vacation year shall be for the period of July 1 to June 30 inclusive.

b. All professional staff members shall be credited as of the first day of each month with vacation leave with pay accrued prior to that date not to exceed the following:

(1) For less than one (1) year of service beginning July 1 and ending on June 30, vacation leave of two (2) days for each full month of service not to exceed twenty-two (22) days.

(2) For one (1) full year's service beginning on the first (1st) working day of July and ending on June 30, vacation leave of 1.83 days for each full calendar month.

(3) Professional staff members having an aggregate or more than one (1) day of leave without pay and/or absence without pay in any calendar month shall not receive a vacation credit for that month.

(4) Professional staff members who are granted vacation leave in addition to twenty-two (22) days shall be credited with any additional days on July 1 following their anniversary date.

3. Scheduling of Vacation Days

Vacation leave shall normally be scheduled and taken during the vacation year in which it becomes available; provided, however, that a professional staff member may, at his/her discretion, carry over up to sixty-four (64) vacation days from year to year; provided, further that in no event shall vacation credits in excess of sixty-four (64) days be carried over for more than one (1) year unless otherwise approved by the Board. Unused vacation days in excess of sixty-four (64) days shall be converted to sick leave at the end of each fiscal year.

Persons who are eligible for vacation under these rules, whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance as earned but not granted in the vacation year prior to such dismissal, retirement, or entrance into the armed forces, and in addition that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred, up to the time of separation; provided that no monetary or other allowance had already been made therefor.

4. Vacation Status Report

The President of the College or his/her designee shall notify each professional staff member on or before July 15 of the number of vacation days accumulated to his/her credit as of July 1 preceding.

G. Holiday Pay

All unit members during the term of this Agreement shall be entitled to the following holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Evacuation Day
Patriots' Day
Memorial Day
Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas

H. Personal Days

1. Entitlement

Each faculty member shall be entitled to two (2) personal days per academic year. A faculty member with an initial employment date after December 31 shall be allotted one (1) personal day for the remainder of the academic year.

Each professional staff member shall be entitled to three (3) personal days per fiscal year. Those professional staff members with initial employment dates between July 1 and September 30 shall be allotted three (3) days; those with initial employment dates between October 1 and December 31 shall be allotted two (2) days, and those with initial employment dates after January 1 shall be alloted one (1) personal day for the remainder of the fiscal year.

2. **Usage**

A unit member who wishes to use a personal day shall, whenever practicable, submit a request no later than three (3) days in advance. Such request shall not be unreasonably denied. Each faculty member using a personal leave day shall obtain coverage for his/her classes or, where appropriate, assign a self-directed learning experience.

Personal leave days may not be accumulated beyond the termination of the academic year for which they are allotted.

I. Sabbatical Leave

1. **Purpose**

The purpose of a sabbatical leave shall be for professional growth, research or study which may involve travel and which benefits the unit member and the College.

2. **Criteria for Sabbatical Leave**

a. The following criteria shall be considered in determining who should be granted sabbatical leave.

(1) That the objectives of the sabbatical leave, if attained, would substantially contribute to the professional growth of the unit member.

(2) That the objectives of the sabbatical leave, if attained, would assist the unit member in substantially contributing to institutional needs and attainment of institutional purposes.

(3) That the unit member has the ability to achieve the goals of the project or plan based on his/her past experience and formal educational background.

(4) That the attainment of the objectives of sabbatical leave as proposed are realistic in terms of time, costs and other related variables.

(5) There exists independent financial support from other funding sources concerned with the proposed plan or project where College funding sources are otherwise unavailable.

3. **Eligibility**

a. Unit members must have completed six (6) years of continuous full-time service to the College to be eligible for consideration for sabbatical leave. Time granted for other types of professional leaves shall not apply to the six (6) year period required for sabbatical leave eligibility. In addition, a unit member must have received a summary evaluation of other than unsatisfactory on his/her most recent evaluation to be considered eligible.

b. A unit member who may have previously received a sabbatical leave shall be eligible for consideration of a subsequent leave after six (6) years of continuous service upon returning from the original sabbatical leave.

4. **Limitation**

Sabbatical leave is not an inherent right of the unit member and there is no obligation on the part of the Board to approve any and all sabbatical leave requests made by unit members. No more than five (5) percent of the full-time unit members at a given College shall be granted sabbatical leave in any academic year unless otherwise approved by the Board.

5. **Length of Sabbatical**

A unit member granted sabbatical leave may be granted one-half (1/2) year of leave at full or half salary, one (1) full year at half salary, or one-half (1/2) year or full year at half workload at full or half salary. A year is defined by the duration of the unit member's contract in the year prior to sabbatical.

6. **Limitations on Sabbatical Stipend/Outside Employment**

The Board encourages unit members to seek additional funds which would enhance directly the purpose of the sabbatical leave.

a. Non-salary funds (travel, materials, and such other types of expenses) obtained from outside sources directly related to the purpose of the sabbatical leave shall not reduce the sabbatical leave stipend.

b. Salary funds obtained from outside sources which directly relate to the attainment of the specific objectives of the sabbatical leave shall not reduce the sabbatical leave stipend unless the total amount of outside salary funds and sabbatical stipend exceed the current annual salary of the unit member or its prorated equivalent in the case of a half-year sabbatical leave. In no instance shall any activity required to earn or receive this outside salary interfere directly or indirectly with the purpose of time available for which the sabbatical leave was granted.

c. Salary funds derived from outside source(s) which in addition to the sabbatical stipend exceed the current salary or its proration and which interfere with the purpose of the sabbatical leave shall result in the sabbatical stipend being reduced an equal amount so as to result in an amount equal to the current salary or its prorated equivalent.

d. Failure to report additional outside salary shall result in the immediate reduction in a like amount of the sabbatical stipend if the leave is still in process. Should funds remaining in the sabbatical stipend be inadequate to liquidate the additional unreported remuneration or should the sabbatical leave have been completed, the unit member shall return a like amount to the College within six (6) months of the discovery of the unreported forms of remuneration above.

7. **Post-Sabbatical Service**

Prior to the granting of such leave, said unit member shall enter into a written agreement with the Board that upon the termination of such leave he/she shall return to the service of the Board and serve as a unit member within the System for a period of one (1) year, and that in default of completing such service, he/she shall refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary as the amount of service not actually rendered as agreed bears to the whole amount of services agreed to be rendered.

8. **Process**

a. The applicants for sabbatical leave shall submit their proposed plan concurrently to their immediate supervisor and the standing Sabbatical Leave Committee which shall be appointed annually by the President of the College. Applications must be submitted no later than seven (7) months prior to the starting date of the leave.

b. The President of the College shall annually invite recommendations for appointment to the Sabbatical Leave Committee. In determining the membership of the Sabbatical Leave Committee, the President of the College shall appoint, insofar as possible, unit members who have successfully completed sabbatical leaves and who represent the unit membership. Unit membership on said Committee shall be proportionally representative of the faculty and professional staff members eligible to apply for sabbatical leave. The Committee size should be of an uneven number not to exceed seven (7) nor be less than five (5). A unit member shall not serve on the Committee during a year in which he/she applies for sabbatical.

c. The Committee shall rank each eligible candidate who has applied for sabbatical leave in terms of the criteria stated for sabbatical leave. The recommendations of the Sabbatical Leave Committee in rank order shall be concurrently submitted to the Dean(s) and the applicants no later than six (6) months prior to the starting date of the leave. The immediate supervisor shall forward his/her recommendation to the appropriate Dean with a plan for coverage of the sabbaticant's classes, services, or other professional responsibilities by other unit members and, where appropriate, an estimate of the cost of replacement relative to existing budgeted salaries. Said recommendations shall be forwarded no later than six (6) months prior to the starting date of the leave.

d. The Dean(s), acting as a committee, shall consider the recommendations of the Sabbatical Leave Committee and the immediate supervisor and recommend to the President of the College candidates for sabbatical leave with a plan for coverage of the sabbaticant's classes, services, or other professional responsibilities by unit members and, where appropriate, a final estimate of the replacement costs. Copies shall be transmitted to the applicant, the applicant's immediate supervisor and the Chairperson of the Sabbatical Leave Committee.

e. The President of the College shall evaluate the recommendations of the Sabbatical Leave Committee and the Dean and recommend sabbatical leave for those unit members who he/she deems rank highest on the criteria; provided, however, that if the President's recommendation differs from that of the Sabbatical Leave Committee, the President of the College shall in addition attach his/her recommendation and a written statement of reasons therefore which shall be based on applicable criteria established for the granting of sabbatical leaves. Said recommendations shall be forwarded to the Board no later than five (5) months prior to the start of the leave.

f. The Board shall notify an applicant, where practicable, no later than three (3) months prior to the start of the leave whether his/her application has been approved.

9. **Funding**

A unit member shall, if possible, provide coverage for his/her classes, services or other professional responsibilities for the period during which he/she is on sabbatical leave; provided, however, that if in the determination of the President of the College or his/her designee it is necessary to hire replacement(s) for the sabbaticant's classes, services or other professional responsibilities, such replacement shall to the extent practicable be provided for within the College's existing salary funds by reducing services, classes and/or by hiring part-time replacements.

10. **Report of Activity and Accomplishment**

A unit member who is granted sabbatical leave shall submit a report of the results of the sabbatical leave within ninety (90) days of the expiration of said leave on such form as may be promulgated by the Board. The report shall include:

a. An account of activities during the leave, including travel, itineraries, institutions visited and persons consulted.

b. A statement of progress made on the sabbatical leave as proposed in the application and an explanation of any significant changes made in the program.

c. An appraisal of the relationship between the results obtained and those anticipated in the sabbatical leave program statement.

d. A final account of all sources and kinds of salary support, other than the sabbatical stipend, with a description of the sabbaticant's activity, if any, necessary to receive each such type of fund.

11. Impact of Sabbatical on Conditions of Employment

a. Unit members shall fully participate in the following fringe benefits during the sabbatical year and continue to contribute to those requiring employee contributions:

1. sick leave accumulation
2. leave for death or illness in immediate family
3. term insurance
4. medical insurance
5. retirement based on actual salary paid for year
6. membership in the Health and Welfare Fund when such is implemented.

b. Unit members shall participate in vacation day accumulation on a prorated basis, determined by their non-sabbatical period of employment during the contractual year.

c. Unit members may use their sabbatical year as a year of service toward eligibility requirements and may be considered for evaluation purposes in promotion and tenure decisions; provided, however, that a unit member shall not be promoted during the year he/she is on a sabbatical leave.

d. This section shall not be applicable to non-state appropriated funded unit members; provided, however, that service rendered by such unit members shall be counted on a one (1) year for two (2) year basis in determining eligibility for sabbatical leave after such unit member becomes an "01" employee.

9.02 Unpaid Leaves of Absence

Any unit member granted an unpaid leave of absence shall retain those benefits accrued prior to the period of his/her leave, including seniority; provided, however, that such unit member shall be placed upon the salary schedule at the step and rank he/she held prior to the leave, as adjusted by the provisions of any collective bargaining agreements between the Board and the Association. There shall be no promotion nor shall there be any entitlement to any performance based awards that might have become available during the leave of absence. This clause shall apply to all unpaid leaves of absence subject to the exception cited in Section (d.) below, unless as otherwise provided herein. Unpaid leaves shall not be unreasonably denied.

A. Professional Leave

1. Purpose

Upon the application of a unit member and a recommendation of the President of the College, the Board or its designee may grant to such unit member leave without pay for up to three (3) years for professional reasons as provided herein. The purpose for which a unit member may submit his/her application for such unpaid leave shall include, but shall not be limited to:

a. advanced study;

b. participation in a program of exchange teaching in accordance with the conditions set forth under the provisions of 9.02D;

c. participation in a program related to his/her professional responsibilities;

d. service as an officer or staff member of any recognized professional organization;

e. service in a public office to which he/she has been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

2. Eligibility

Unit members shall be eligible for such leave after six (6) years of full-time service. In addition, the unit member must have received a summary evaluation of other than unsatisfactory on his/her most recent evaluation to be considered eligible.

3. Conditions

The granting of a professional leave shall be subject to the following conditions:

a. the applicant's professional duties permit his/her absence for the period of time requested; and/or

b. the leave is of value to the individual and to the College as determined by the President of the College or his/her designee.

4. **Procedure**

Applicants shall prepare a proposal which describes the prospective activity and indicates the contribution it will make to the individual concerned and the College. The proposal shall be submitted to the appropriate Dean six (6) months in advance of the requested leave; provided, however, that the President of the College or his/her designee may waive the six (6) month application period. Prior to making his/her recommendation to the President of the College, the Dean upon request shall first inform the applicant of his/her intended recommendation. The Dean shall forward his/her recommendations to the President of the College, with a copy to the unit member within thirty (30) days of receipt.

The President of the College shall notify the unit member and the appropriate Dean of his/her decision and shall forward his/her recommendation to the Board within sixty (60) days of receipt.

5. **Continuation**

Any unit member requesting a continuation of said leave for any succeeding period beyond that initially granted shall do so at least one (1) semester prior to the expiration of said leave.

B. Maternity Leave

1. **Entitlement**

A female unit member who is employed by the Board and who has given notice, when possible, at least three (3) months prior to her anticipated date of departure is entitled to be absent from such employment for a period certified by her physician due to disabilities caused or contributed to by pregnancy and recovery therefrom. Sick leave may be utilized for any period of disability; provided that the President of the College or his/her designee may require that her physician certify that any period in excess of five (5) days to which sick leave is applied is medically necessary as a result of or to recover from said disability.

2. **Conditions**

Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom shall be treated like any other temporary disability. After all employee-designated sick and vacation leave have been exhausted, a maternity leave of up to twelve (12) months without salary shall be granted, except that adjustments in the duration of the leave may be made by the President of the College or his/her designee to insure that such leave is least disruptive of the instructional progress of students. Time on maternity leave shall be considered as continuous service for the purposes of sabbatical leave but shall not accrue as accumulated time required to qualify for sabbatical leave, award of tenure or promotion.

3. **Reinstatement**

The unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or substantially similar position with the same salary and fringe benefits which she had attained at the time maternity leave was granted, plus any adjustments made as a result of collective bargaining; provided that the unit member returns to full-time service within twelve (12) months from the beginning of the leave or within twelve (12) months from the beginning of any additional leave granted by the President of the College or his/her designee. The President of the College or his/her designee may allow a unit member up to twelve (12) months additional leave; provided, however, that such decision shall not be grievable. For up to twelve (12) months from the beginning of maternity leave, part-time return to service may be arranged by approval of the President of the College or his/her designee when such can be reasonably accommodated; provided, however, that in the case of an employee holding a terminal appointment, a leave shall not extend beyond and provisions for re-employment shall not apply beyond the termination date of the appointment unless the employer agrees in writing to such extension; provided further that such decision to allow part-time return shall not be grievable.

C. Family Leave

1. **Entitlement**

Upon written application to the President of the College, including a statement of reasons, any full-time unit member who has been employed at least one (1) year and who has given notice at least one (1) semester prior to his/her anticipated date of departure, unless otherwise approved by the President of the College or his/her designee, shall be granted parental or adoptive leave without pay from such employment for period not exceeding one (1) academic year. The President of the College or his/her designee may grant a unit member a half-time leave with full benefits; provided, however, that such decision shall not be grievable.

2. **Purposes**

The purpose for which a unit member may submit his/her application for such unpaid leave shall be the need to care for or to make arrangement for the care of an unemancipated minor child of the unit member, spouse of the unit member or parent of the unit member.

3. **Conditions**

Time used for family leave shall be considered as continuous service for the purpose of sabbatical leave but shall not be included as accumulated time required to qualify for sabbatical leave or award of tenure or promotion.

4. **Reinstatement**

   A unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or a substantially similar position with the same salary and fringe benefits which he/she attained at the time family leave was granted, plus any adjustments made as a result of collective bargaining; provided that the unit member returns within one (1) academic year from the beginning of the leave or within one (1) year of the beginning of any additional leave granted by the President of the College or his/her designee. The President of the College or his/her designee may allow a unit member up to one (1) academic year additional leave; provided, however, that such decision shall not be grievable.

D. Exchange Teaching

1. Notwithstanding any other provisions of this Article to the contrary, a leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participation in exchange teaching programs in other states, territories, countries, or an educational or cultural program related to his/her professional responsibilities. On return from such leave, a faculty member shall be placed at the salary held by him/her at the time the leave commenced, except as provided in (2) below.
2. In the event there is in the judgment of the President of the College or his/her designee a valid performance evaluation conducted by the host College, the substance of that evaluation shall be considered as evidence of performance qualifying the faculty member for possible award of a performance based award.
3. Each faculty member shall submit a certified statement from the appropriate academic administrator of the host college before the first (1st) semester of his/her return describing in detail the exchange teaching responsibility and/or educational/cultural experience.

E. Professional Staff Leave

Professional staff members may, upon mutual agreement between the professional staff member and the President of the College or his/her designee, be granted professional leave without pay for a continuous period of not less than two (2) weeks nor more than eight (8) weeks during the months of June, July and August; provided, however, that unit members granted such leave shall not be denied eligibility for promotion, sabbatical or professional leave, tenure or performance based awards.

9.03 Association Leave

A. All meetings referred to in this section shall be scheduled so as to provide the least disruption of classes.

B. When it is necessary, pursuant to the Grievance Procedure in Article X of this Agreement, for a representative designated by the Association to attend a hearing during a work day, he/she shall upon notice to his/her immediate supervisor be released without loss of pay as necessary in order to participate in the foregoing activities. Any person whose appearance in such hearings as a witness is necessary shall, when possible, obtain coverage for his/her classes satisfactory to the President of the College.

C. When the Board of Directors' meetings of the Association are scheduled during normal working hours of a work day, unit member representatives to such meetings shall be relieved from all regular duties without loss of pay; provided, however, that such release from duties shall be limited to no more than ten (10) meetings. The President of the Association shall notify the Chancellor or his/her designee and the Presidents of the affected Colleges of the names of the Board of Directors and the dates of the ten (10) scheduled Board of Directors' meetings prior to September 1. Whenever it becomes necessary to schedule additional meetings of the Association's Board of Directors, such members may be released; provided, however, that they first obtain coverage for their classes satisfactory to the President of the College.

9.04 Insurance and Other Benefits

A. Health and Accident Insurance

Unit members shall continue to be covered under the State's Group Health and Accident Insurance plan currently in effect pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.

B. Pension

Unit members shall continue to be covered under the State's Retirement Plan pursuant to the provisions of General Laws, Chapter 32, or such plan as may be made available under applicable laws of the Commonwealth.

C. Workmen's Compensation

Unit members shall continue to be covered under the provisions of the State Workmen's Compensation Act, pursuant to General Laws, Chapter 152.

D. Tax-Sheltered Annuities

The Board shall continue to provide for the purchase of tax-sheltered annuities by unit members pursuant to the provisions of General Laws, Chapter 15, Section 18A, or Chapter 15A.

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E. Tuition Waiver

The spouse and/or child or children, including any adopted or stepchild or children of any unit member, who after the date of execution of this Agreement, shall have been admitted as a student in the regular day program at any College in the Community College System shall be entitled to matriculate as a student in such program without payment of any tuition save as is provided in Massachusetts General Laws; provided, however, said tuition free enrollment within the Community College System shall be limited to the day division only.

In addition, effective for the semester following the date of execution of this Agreement, each unit member and the spouse and dependent child or children shall be eligible for system-wide tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education, including any community service course or program at any Community College, State College or University, fifty percent (50%) tuition remission shall apply;

C. Tuition remission shall apply to non-credit as well as credit-bearing courses;

in accordance with all the provisions and conditions of the System-wide Tuition Remission Policy for Higher Education Employees issued by the Chancellor on May 21, 1984. This policy shall remain in effect for the duration of this agreement.

F. Travel and Conference Expenses

1. Travel expenses, including reasonable charges for hotel rooms and registration fees to all approved conferences, meetings, workshops, student activities and any other business of the College which is required and authorized by the President of the College or his/her designee in his/her absence, shall be paid by the Board.
2. Whenever use of an employee's private car is necessary and has been authorized by the appropriate administrator, the approved mileage rate of twenty-two (22) cents per mile shall be allowed unless a higher rate is otherwise authorized by law and approved by the Board. This approved rate covers all charges, including by way of example garage, parking and toll charges. Whenever a unit member has been assigned, in writing, a second work location other than his/her principal work location by the President of the College or his/her designee, travel shall be paid either for the distance from his/her home to the second work location or from his/her principal work location to the second work location, whichever is nearer.
3. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares less federal taxes shall be allowed; provided that such receipted bills shall be first submitted for such charges.
4. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as by way of example valet service, entertainment and laundry service.
5. When an employee on full travel status is engaged in travel, reimbursement shall be allowed for actual meal expenses incurred; provided that said expenses shall not exceed the following meals allowance schedule:

Meal	*Maximum Allowance*	*Applicable Period*
Breakfast	$2.50	3:01 a.m. to 9:00 a.m.
Lunch	4.00	9:01 a.m. to 3:00 p.m.
Supper	7.00	3:01 p.m. to 9:00 p.m.

G. Health and Welfare Fund

(a.) The Board and the Association agree to establish a Health and Welfare Fund or Funds under an Agreement and Declaration of Trust. The initial design of such trust fund shall be negotiated by the parties and once established the fund shall be jointly administered by an equal number of trustee members. The Agreement and Declaration of Trust shall be executed no later than ninety (90) days after the effective date of this Agreement. The trustees' task, among other things, will be the selection of any additional benefits or the increasing of existing benefits dependent upon the size of the fund.

(b.) Effective January 1, 1984, the Board agrees to contribute to the Health and Welfare Fund on behalf of each full-time equivalent bargaining unit member the sum of two dollars ($2.00) each calendar week.

Effective December 30, 1984, the Board agrees to contribute to the Health and Welfare Fund an additional two dollars ($2.00) each calendar week for each full-time equivalent bargaining unit member.

The contributions made by the Board to the Health and Welfare Fund shall be used for health and welfare benefits to be determined by the trustees of the Trust Agreement and to pay the operating and administering expenses of the Fund. The contributions shall be made by the Board in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

(c.) No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article X – Grievance Procedure.

(d.) It is expressly agreed and understood that the Board does not accept, nor is the Board to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under subsection 9.04(G) above.

ARTICLE X – GRIEVANCE PROCEDURE

10.01 It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Board. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the application of this Agreement. The Association further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinbefore defined until it shall have first exhausted the procedures provided herein.

10.02

A. Any member(s) of the bargaining unit may initiate and pursue a grievance through the first (1st) two (2) steps of the grievance procedure without intervention of the Association, provided that a representative of the Association shall be afforded the opportunity to be present at any conferences held; and provided further that any disposition made of any grievance under this Article shall not be inconsistent with the terms of this Agreement.

Any member of the bargaining unit may be represented by the Association at any step of the grievance procedure.

B. Failure of a grievant(s) to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Article. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be a waiver of the right to seek resolution of the grievance under this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties or by oral agreement confirmed in writing.

C. The grievant(s) may file a complaint with the Chancellor or his/her designee in the event that the administration fails to comply with any of the provisions of this Article, including time limits. The Chancellor or his/her designee shall determine within fourteen (14) calendar days whether or not the administration has failed to comply with the provisions of this Article; provided that the administrator who is the subject of a complaint under this paragraph shall not be designated to determine that complaint. If the Chancellor or his/her designee determines that the administration has failed to so comply, then he/she shall state in writing the remedy he/she deems appropriate. Copies of the Chancellor's or his/her designee's decision shall be sent to the Association and the appropriate administrators. The decision of the Chancellor or his/her designee shall be final.

D. The resolution of a grievance at any step shall not be deemed to be an admission by the Board or the Association of any violation or breach of the terms of this Agreement, or that such grievance is judicially cognizable or legally sufficient pursuant to any applicable provisions of the laws of the Commonwealth nor shall it establish any precedent nor grant to the Association or any unit member standing to initiate proceedings or pursue a remedy in any other forum.

E. If any member or members of the bargaining unit shall initiate in any other forum or under the College's or Board's Affirmative Action Plan any proceeding that relates to any matter that is the subject of a pending or disposed of grievance or arbitration in respect of which such member or members is or are the grievant(s), such grievance proceeding shall terminate as of the date of the initiation of such other proceeding and the grievance and arbitration procedures delineated in this Article shall in inapplicable to such grievance; provided that such unit member(s) shall have no further legal recourse under the provisions of this Article.

F. A grievance may be withdrawn without prejudice at any level.

G. The Board agrees not to interfere, restrain, or coerce any unit member because of his/her filing a grievance and/or his/her participation in any of the grievance proceedings.

H. Whenever possible grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one (1) Association representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings.

10.03 Disposition of Grievances

A. Informal Adjustments – Immediate Supervisor

Whenever possible, unit member(s) and the Association shall first attempt in good faith to adjust their grievances with the immediate supervisor or within the College's administrative structure up to the level of the President of the College or his/her designee.

B. Formal Adjustments

All complaints shall be filed on a standard form. If the grievances involves an action by the Board or a matter of general system-wide applicability, the complaint shall be filed at Step Two within thirty (30) calendar days after the grievant knows, or should have known, of the alleged acts or condition on which the grievance is based; provided, however, that the President of the Association or his/her designee must first certify in writing that the grievance is of general system-wide applicability. Within ten (10) calendar days of receipt of said certification, the Chancellor or his/her designee shall determine whether or not the grievance is of system-wide applicability or applies to the Board. If the Chanceller or his/her designee determines that the grievance is of system-wide applicability or applies to the Board, he/she shall meet and confer with the grievant for the purpose of resolving the grievance and shall render a written decision within fifty (50) calendar days after receipt of certification.

If determined not to be of system-wide applicability or applicable to the Board, the unit member(s) or the Association shall have fourteen (14) calendar days from receipt of the hearing officer's determination in which to file the grievance at Step One. The Chancellor or his/her designee may upon mutual consent consolidate at Step Two multiple grievances which involve the same issue. All other grievances shall be processed in accordance with the following procedures:

10.04 Step One – President of the College or His/Her Designee

Within thirty (30) calendar days after the grievant knows or should have known of the alleged act or omission on which the grievance is based, the grievant shall present the complaint and all evidence upon which he/she relies or intends to rely as supporting his/her claim for relief to the President of the College or his/her designee. The Complaint shall state all issues and contract violations upon which the grievance is based. No further issues or contract violations may be added subsequent to filing the Step One complaint; provided, however, that the grievant shall have an opportunity to provide rebuttal evidence. The President of the College or his/her designee shall meet with the grievant for the purpose of resolving the grievance and shall, within thirty (30) calendar days of receipt of the written complaint and evidence, render his/her decision and reasons therefor in writing to the grievant.

10.05 Step Two – Chancellor

A. If the grievance is not resolved at Step One or the written decision of the President of the College or his/her designee is not rendered within the time specified, the grievant may then appeal the decision in writing to the Chancellor or his/her designee (on a standard form) with a copy to the President of the College or his/her designee. The appeal shall be filed within ten (10) calendar days of receipt of the President's or his/her designee's decision or the end of the time specified in Step One for said decision, whichever is sooner. Upon receipt of the appeal, the President of the College or his/her designee shall submit to the Chancellor or his/her designee the grievance form filed at Step One, all evidence introduced to date, and copies of all decisions.

Failure to so file with the Chancellor or his/her designee within the time specified shall be deemed to be acceptance of the decision rendered at Step One. The Chancellor or his/her designee shall meet with the grievant for the purpose of conducting a hearing and shall render a written decision within forty (40) calendar days of receipt of the appeal.

10.06 Step Three – Arbitration

A. Within forty (40) calendar days after receipt of the decision of the Chancellor or his/her designee or where no decision has been issued within forty (40) calendar days after it was due, arbitration of a grievance may be initiated in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. The decision or award of the arbitrator shall be final and binding for the Association, the employee and the Board in accordance with applicable provisions of state law.
2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been duly authorized by the Association and so certified by the President of the Association or his/her designee.
3. The Association shall initiate arbitration by filing a demand for arbitration with the American Arbitration Association and with the Chancellor or his/her designee within forty (40) calendar days of receipt of the decision of the President of the College or where no decision has been issued within forty (40) calendar days after it was due.
4. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect on the date of said submission, unless otherwise provided herein; provided, however, that the jurisdiction of the arbitrator to inquire into any issue or to render any award is governed solely by the provisions of this Agreement.

B. Jurisdiction of the Arbitrator

Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to:

1. Arbitrate such portion of any grievance which is removed from the jurisdiction of the Board by the express terms of this Agreement.
2. Add to, alter, or amend any terms or conditions of this Agreement.
3. To inquire into or arbitrate any issue not presented by the original complaint.

C. Authority of the Arbitrator

Unless otherwise provided in this Agreement, the arbitrator shall have the authority to make a final and binding award on any dispute concerning the interpretation or application of this Agreement. The arbitrator's authority in matters which are arbitrable is limited to a determination as to whether the provisions set forth in this Agreement were violated; provided that in matters of professional judgment, the arbitrator shall determine whether the application of such to the grievant has been arbitrary, capricious or unreasonable. Beyond such determination, the arbitrator shall be without power, right or authority to make a decision or to substitute his/her judgment for that of the Board or its representatives, except as otherwise provided in this Agreement.

The arbitrator shall have no authority to arbitrate:

1. Any incident which occurred or failed to occur prior to the ratification date of this Agreement.
2. Workload and working conditions.
3. The failure or refusal by the Board to renew the contract of or to reappoint a unit member in the first (1st) three (3) years of regular appointments.
4. Affirmative action.
5. Basis for retrenchment.

D. Award of Arbitrator

If the arbitrator determines no express provision of this Agreement has been breached in its application to the grievant as claimed, he/she shall dismiss the grievance. If the arbitrator determines that his Agreement has been so breached, he/she may, subject to the provisions of this Article and except as hereinafter provided, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award by way of penal damages.

E. Dismissal and Retrenchment

If a unit member's employment is discontinued as a result of dismissal or retrenchment, and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or his/her designee was arbitrary, capricious or unreasonable, he/she shall remand the matter for reassessment by the President of the College or his/her designee of the original decision but shall not have the result or effect of granting any binding award. After remand, the President of the College or his/her designee shall have thirty (30) days to render a new decision. If the grievant believes the decision of the President of the College or his/her designee on remand is arbitrary, capricious or unreasonable, he/she may file an appeal to the original arbitrator in accordance with the provisions of this Article. On appeal, if the arbitrator determines based on clear and convincing evidence, that the decision of the President of the College or his/her designee is arbitrary, capricious or unreasonable, he/she shall have the power to make the grievants whole; provided, however, that any monetary award shall be reduced by way of mitigation by an amount equal to the total income received by the grievant during the period for which monetary damages are so awarded. If the arbitrator determines that the Step One or Two decision was not issued within the applicable time limits contained in this Article, he/she may in his/her first decision provide a binding award in accordance with the foregoing procedures.

F. Promotion

1. It is expressly understood that decisions regarding promotion and initial placement are made pursuant to the exercise of professional judgment. Whenever a unit member files a grievance under this Article, the act or decision grieved shall be reviewable by an arbitrator as an exercise of professional judgment and whether the application to the grievant was arbitrary, capricious or unreasonable.
2. A unit member shall submit a complaint at Step One to the President of the College or his/her designee within thirty (30) calendar days after he/she knew or should have known of the act or conditions upon which the grievance is based. The President of the College or his/her designee shall meet with the grievant and shall render his/her decision and the reasons therefor in writing to the grievant within thirty (30) calendar days of receipt of the complaint.

   If the grievance is not resolved at Step One or if the written decision of the President of the College is not rendered within the time specified, the grievant may appeal to Step Two. The appeal shall be filed within ten (10) calendar days from the date it was due. The Chancellor or his/her designee shall meet with the grievant and shall render a written decision within forty (40) calendar days of receipt of the appeal.
3. If the grievance is not resolved at Step Two or if the written decision of the Board is not rendered within the time specified, arbitration may be initiated in accordance with Article X. If arbitration is so initiated and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or his/her designee was arbitrary, capricious or unreasonable, he/she shall remand the matter for reassessment by the President of the College or his/her designee of the original decision but shall not have the result or effect of granting any binding award. After remand, the President of the College shall have thirty (30) days to render a decision. If the grievant believes the decision of the President of the College or his/her designee on remand is arbitrary, capricious or unreasonable, he/she may file an appeal to the original arbitrator in accordance with the provisions of this Article. On appeal, if the arbitrator determines based on clear and convincing evidence that

the decision of the President of the College or his/her designee is arbitrary, capricious or unreasonable, he/she may provide an affirmative and binding award; provided, however, that if so awarded, the grievant shall be promoted to the next available position at appropriate rank as determined by the President of the College; provided, however, that such determination shall not be grievable or arbitrable and provided further that any monetary award shall begin to accrue one (1) year after the date of issuance of the first (1st) arbitration award. If the arbitrator determines that the Step One or Step Two decision was not issued within the applicable time limits contained in this Article, he/she may in his/her first (1st) decision provide a binding award in accordance with the foregoing conditions.

4. A unit member shall have the right to appeal to the President of the College an alleged violation of the procedural requirements by the Division Chairperson and/or the appropriate Dean, provided that such an appeal is filed in writing with the President of the College within seven (7) calendar days of the date of recommendation of the Division Chairperson and/or the appropriate Dean. The President of the College or his/her designee shall investigate any such allegation, and the President of the College shall, if he/she finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her recommendation to the Board. These provisions shall be the exclusive remedy for an alleged violation of the contractual procedures by the appropriate Dean or the appropriate Division Chairperson. Any such allegation shall not be subject to grievance unless the President of the College has failed to take remedial action or give weight to the violation.

G. The granting or failure to grant tenure shall be arbitrable but any award is not binding.

H. Notwithstanding any rule of the American Arbitration Association to the contrary, in making his/her decision, the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend or revise any term or condition hereof.

I. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE XI - APPOINTMENT AND REAPPOINTMENT - TENURE

11.01 Appointments

A. General

Except as expressly provided for by Board policy, the authority to offer and make effective appointments and reappointments rests with the Board and no employee or agent of the Board or the Colleges may expressly or by implication make effective any appointment or reappointment.

1. Each unit member's reappointment to a bargaining unit position shall be in accordance with the provisions of this Article.
2. All appointments and reappointments to unit positions at a College shall be made by the Board upon recommendation of the President of the College. Notification of such appointment shall be in writing as provided in Article XXI.
3. Unit members who are temporarily shifted to other than state appropriated funds shall, during and upon their return to state appropriated funds, retain all rights and benefits they would have had if they had not been transferred.

B. Types of Appointment

1. A regular appointment shall be one which creates an interest in employment for a specified term of one (1) year or less. All employees holding regular appointments shall be subject to non-reappointment without cause.
2. A tenured appointment may be offered only to those faculty members in the ranks of Assistant Professor, Associate Professor and Professor and to professional staff members in the classification of Professional Staff II, III and IV.

11.02 Reappointment and Non-Reappointment of Regular Appointments

A. The non-reappointment of a faculty or professional staff member shall be in accordance with the following procedures:

1. Termination at the end of the first (1st) through third (3rd) years of service; notice provided by February 15 of that year of service;
2. Termination at the end of the fourth (4th) year of service or later; notice provided by October 15 of the year of termination.

B. Non-reappointment of a unit member on a regular appointment in the first (1st) three (3) years shall be without cause, except for written notice requirements required in Section 11.02. There shall be no necessity to provide reasons, nor shall the decision be subject to the grievance procedure. For the fourth (4th) year of regular appointment, the notice of non-reappointment of non-tenured unit members shall be subject to the exercise of professional judgment. Such notice shall contain a statement of reasons in writing. Termination in the fourth (4th) year or later of unit members whose source remuneration is paid from non-state appropriated funds shall be accompanied by a statement of reasons; provided, however, that no statement shall be required if non-reappointment is due to insufficient funds or to the terms and conditions of the non-state appropriated funding source and provided further that said non-reappointment shall be grievable to step two and shall be subject but not arbitrable to the exercise of professional judgment and whether application to the grievant was arbitrary, capricious or unreasonable.

C. Termination of a unit member in his/her fifth (5th) regular appointment or later shall be for just cause.

D. Notice shall be in writing given by the President of the College or his/her designee. Any unit member holding a regular appointment who does not receive such notice shall be entitled to inquire of the President of the College as to the failure to give notice. The President of the College or his/her designee shall respond to the inquiry within fourteen (14) calendar days.

E. Failure to give notice of reappointment shall not prohibit reappointment of the unit member. Failure to give proper notice shall constitute reappointment of the unit member for one (1) academic or calendar year, whichever is applicable, but shall not thereby entitle the unit member concerned to academic tenure, to any further appointment with or without academic tenure, or to further notice of non-reappointment.

F. Each unit member holding a regular appointment shall notify the President of the College in writing of his/her intent to accept or reject a reappointment within thirty (30) days after receipt of notice of reappointment. Failure by the unit member to notify the President of the College of acceptance shall constitute a rejection of reappointment.

11.03 Reappointment of Unit Member

A. Tenure may be granted by the Board on recommendation of the President of the College and shall relate only to the specific College and not the entire Community College System.

B. Eligibility – Tenure Contracts

1. The unit member must have served at least six (6) full years as a unit member, at least three (3) of which have been in his/her current job function.
2. The unit member must have received other than unsatisfactory on his/her most recent summary evaluation.

C. Procedures

1. There shall be established by November 21 of each year a Unit Personnel Practices Committee elected by members of the unit. The size and composition of this Committee shall be determined by the President of the College or his/her designee and shall reflect, whenever possible, the ratio of teaching faculty to professional staff in the unit; provided, however, that a unit member shall not serve on the Committee during the year he/she is a candidate for tenure. The Committee shall elect a chairperson.
2. The appropriate Dean(s) shall notify all eligible unit members by October 1 of their sixth (6th) or later regular appointment that they may be considered for tenure during the academic year if otherwise eligible; provided that copies shall be forwarded to the immediate supervisor and to the Unit Personnel Practices Committee.
3. The immediate supervisor and the Unit Personnel Practices Committee shall review all relevant material within the individual's official personnel file and shall forward recommendations for either tenure or a one (1) year terminal appointment to the appropriate Dean(s) by March 15th.
4. The appropriate Dean(s) shall review the recommendations of the immediate supervisor and the Unit Personnel Practices Committee; and whenever practicable consult with the immediate supervisor and the Chair of said Committee; and thereafter shall forward his/her recommendations to the President of the College by April 15.
5. The President of the College shall review the recommendations of the appropriate Dean(s) and shall forward his/her recommendation to the Board by May 1. The unit member shall be notified of the President's recommendation within twenty (20) calendar days thereafter.
6. A recommendation for a one (1) year terminal contract shall be accompanied by a statement of reasons.

11.04 Protection of Bargaining Unit Upon Appointment of Returning Administrators

Any unit member who assumes administrative duties outside the bargaining unit and subsequently returns to faculty or professional staff unit member status shall, at the option of the President of the College or his/her designee either: 1) retain all previously accrued unit seniority and be placed upon the salary schedule at the step and rank he/she held prior to assuming administrative appointment, as adjusted by the provisions of any collective bargaining agreement between the Board and the Association: or 2) shall relinquish all prior accrued unit seniority and be placed upon the salary schedule at a step and rank to be determined by the President of the College or his/her designee; provided, however, that a unit member who accepts an acting administrative appointment shall upon return to the unit retain all prior accrued unit seniority and be placed upon the salary schedule at the rank and step he/she held prior to assuming administrative appointment as adjusted by the provisions of any collective bargaining agreement between the Board and the Association. It is agreed that the return of an administrator to the unit under either of the options stated above will have no adverse effect on present unit members.

11.05 Subsequent to July 31, 1981, the faculty lines of Professor, Associate Professor, and Professional Staff Classifications III and IV shall be occupied only by full-time faculty and/or professional staff members; provided, however, that the foregoing shall not require displacement from an upper faculty position of any incumbent administrator who occupies such position prior to August 1, 1981. Nothing contained in this Article shall be construed to impair the rights of the parties with regard to those challenges to returning administrators pending on the date of ratification and approval of this Agreement.

ARTICLE XII - WORKLOAD, WORK ASSIGNMENT AND WORKING CONDITIONS

12.01 General Provision

Unit members shall be given a contract stating the subjects or functions to which the unit member is to be assigned. There shall be included a job description which shall define the duties to be performed.

12.02 Work Assignment

A. The President of the College or his/ her designee shall consider as advisory written notice from each faculty member and/ or department chairperson/ curriculum coordinator as to the preferred courses to be taught. Such written notice must be received by the President of the College or his/ her designee at least one (1) month prior to the date the College must notify each faculty member as contained herein. The President of the College or his/ her designee shall notify in writing each faculty member of his/ her tentative courses and number of sections to be taught by the end of the April payroll period for the Fall semester and by the end of the November payroll period for the Spring semester.

B. The President of the College or his/ her designee shall consider as advisory, written notices from each faculty member and/ or department chairperson/ curriculum coordinator as to the preferred class schedule. Such written notice must be received at least one (1) month prior to the date the College must notify each faculty member as contained herein. The President of the College or his/ her designee shall notify each faculty member in writing of his/ her tentative class schedule by the end of the May and December payroll period for the succeeding Fall and Spring terms, respectively. The class schedule indicates the days and times each week that the faculty member has contact responsibility with students and does not refer to the academic calendar defined elsewhere.

C. Whenever changes in the tentative class schedule or subject matter are necessary, the President of the College or his/ her designee shall notify the affected faculty member(s) in writing at his/ her official residence or a temporary address supplied by the faculty member on leave. The change in the tentative class schedule or subject matter preparation shall be consistent with Section 12.01.

12.03 Workload of Faculty

A. Faculty workload shall consist of:

1. Instructional workload, which includes:
   - a. teaching in both traditional and non-traditional learning modes;
   - b. instructional preparation;
   - c. assessment of student performance.
2. Non-instructional workload shall consist of:
   - a. student assistance/ advisement;
   - b. college service, which includes:
     1. serving as advisor to student activities;
     2. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor-management committees;
     3. preparing grant proposals;
     4. participating in college, division, department or other related college meetings and/ or activities;
     5. participation in the improvement and development of academic programs and resources, including recruitment.
   - c. college recognized community service, provided that such service is not compensated by an outside funding source;
   - d. professional development activities, which include:
     1. related graduate study;
     2. related in-service training;
     3. research and other College recognized contributions to a faculty member's area of competence;
     4. participation in College recognized professional associations, including teachers' organizations.

B. Instructional Workload

1. The standard faculty instructional workload shall be twenty-four (24) units of instruction per year with two (2) preparations per semester. This standard shall be achieved by the end of the 1983-86 collective bargaining agreement. A unit of instruction shall mean per week:
   - a. one (1) fifty (50) minute lecture or seminar;
   - b. one and one half (1 1/2) hours of laboratory instruction;

c. two (2) hours of clinical instruction;

d. two (2) hours of individualized instruction or other non-traditional modes of instruction;

e. where team teaching involves multiple faculty, each faculty member shall be allotted instructional workload credit in accordance with B.1. a, b, c and d above, except that it shall be based on one-half (½) the course units as described above, regardless of the number of faculty involved in teaching, during the initial implementation of a team structure for a course. This shall also apply to an individual teacher who joins an existing team for the first time. Thereafter, credit shall be based in direct proportion to the percentage of total course time that he/she teaches.

The President of the College or his/her designee shall adjust the ratios in b, c, d and e if in his/her judgment, after consultation with the unit member the difficulty in instruction, the difficulty and duration of preparation, or the provision of assistance in instruction or such other related instructional, clinical or programmatic factors merit such adjustment; provided, however, that if a unit member after such consultation continues to believe he/she is aggrieved by the decision of the President of the College or his/her designee, he/she may appeal to the Workload Grievance Panel in accordance with the provisions governing said Panel. The President of the College or his/her designee may upon mutual agreement assign a faculty member non-instructional activities such as course, program or curriculum development, professional development activities or administrative duties; provided that he/she is qualified to perform such activities in lieu of a proportional number of instructional units.

2. Faculty members shall not be expected to generate more than 420 student credit hours per semester within the applicable workload requirement or more than 300 student credit hours per semester for instruction of English Composition, English as a Second Language, and remedial and/or developmental courses; to be determined by the number of students enrolled at the end of add/drop period; provided that if the total number of student credit hours generated exceeds these limits, there shall be a proportional adjustment in the succeeding semesters, consistent with the provisions of 12.03B.

It is expressly agreed that during the term of this Agreement, the instructional and non-instructional workload of a faculty member shall be consistent with the established and continuous past practice of the applicable department, program or work area; provided, however, that a faculty member's workload shall not be increased or decreased beyond his/her 1979/80 workload until the implementation of the new standard. It is agreed by the parties that if a faculty member agrees to an increase in the number of course preparations beyond his/her 1979/80 course preparations, the President of the College or his/her designee and the faculty member shall mutually agree as to the corresponding decrease in advisees, and/or office hours and/or college service. New faculty hired shall be assigned an instructional workload consistent with the existing workload assignments of other faculty members within their respective academic department, work area or division. It is agreed by the parties that whenever a dispute in the instructional and non-instructional workload exists, the standard to be used shall be the workload article of the 1977-80 Collective Bargaining Agreement.

C. Non-Instructional Workload

1. Student Assistance/Advancement

A faculty member shall be responsible for advising 20-25 students assigned to him/her by the President of the College or his/her designee.

It is the agreement of the parties that it is not the intent of this Article to allow a unit member to schedule in advance student advisement time during his/her office hour schedule. It is agreed, however, that if a student advisee appears of his/her own volition during a unit member's office hours, a unit member may utilize that time for student advisement responsibilities.

It is further understood that the administration has the obligation to assist the unit member in contacting student advisees and that the administration cannot determine the scheduling of this advisement time.

Each faculty member shall hold a group meeting with his/her advisees at the beginning of the academic year and shall be available to meet with each advisee at least once each semester and at such other reasonable times as requested by the advisee.

If in the judgment of the President of the College or his/her designee after consultation with the faculty member the number of students should be more than or fewer than 20-25, the faculty member's non-instructional workload may be adjusted.

2. Office Hours

During the academic year, faculty members shall maintain at least five (5) posted office hours per week on at least four (4) days. Office hours shall be scheduled in accordance with the following procedure:

a. A faculty member shall submit a preferred office hours' schedule to the President of the College or his/her designee prior to the commencement of the academic year.

b. The President of the College or his/her designee shall either approve or disapprove the schedule.

c. In the event the President of the College or his/her designee shall disapprove the schedule, the faculty member shall be given an opportunity to review and discuss their respective positions with the President of the College or his/her designee.

d. In the event the faculty member believes he/she is aggrieved by the decision of the President of the College or his/her designee, he/she may appeal to the Workload Grievance Panel in accordance with the procedures outlined in Article 12.06.

Such schedule shall be posted by faculty members by the end of the first (1st) week of classes.

3. **College Service**

In addition to posted office hours, a faculty member shall be on campus and available on any day during the academic year at such times as required by the President of the College or his/her designee to participate in scheduled activities consistent with 12.03A2b.

4. **Community Service and Professional Development**

A faculty member shall be responsible for such community service and professional development activities as mutually agreed by the President of the College or his/her designee and the faculty member.

D. Professional Days

The President of the College or his/her designee may assign to any faculty member up to seven (7) days during the academic year for scheduled orientation and registration programs, commencement and convocation activities and such other College-sponsored activities he/she deems appropriate. Professional days shall be assigned no earlier than three (3) days prior to the first (1st) day of classes in the Fall semester and no earlier than four (4) days prior to the first (1st) day of classes in the Spring semester. Such duties and responsibilities may be assigned to individual faculty members in blocks of one-half (1/2) day or more; provided that a faculty member assigned more than one-half (1/2) day shall be credited with one (1) full day; and provided further that a faculty member shall not be required to discharge these responsibilities over more than fourteen (14) days during the academic year.

E. Academic Year

The academic calendar shall be a period of time encompassing two (2) semesters, beginning no earlier than September 1 and ending no later than May 31, exclusive of Commencement. Classes shall begin no earlier than the day after Labor Day and end no later than December 24 for the Fall semester; provided, however, that the President of the College and the President of the local Association Chapter may by mutual agreement set other dates for the academic calendar, including beginning classes prior to the day after Labor Day. When first (1st) semester classes begin after September 5, the President of the College may, after consultation with the local MACER, increase the class time from fifty (50) minutes to fifty-five (55) minutes for that semester consistent with the established past practice. There shall be at least a four (4) week recess between semesters.

F. Outside Employment

Full-time employment by the Board shall be considered the primary employment of each faculty member. Outside employment is work for which compensation is received and which is not the normal duties and responsibilities assigned to a faculty member as an employee of the Board. Outside employment which requires a faculty member's absence from the College during his/her normally scheduled working hours is presumed to interfere with the performance of the duties and responsibilities of that faculty member and is hereby prohibited.

12.04 Workload of Professional Staff

A. Professional staff workload shall consist of:

1. professional duties as contained in a letter of appointment and position description;
2. student advisement, if assigned;
3. college service, which includes:
   a. service as advisor for college-approved student activities;
   b. service on governance, ad hoc, college standing committees, system-wide task forces or committees; or labor-management committees;
   c. preparing grant proposals;
   d. participating in college, division, department or other related college meetings and/or activities as the President of the College or his/her designee may deem appropriate;
   e. participation in the improvement and development of academic programs and resources, including recruitment.
4. College recognized community service, provided that such service is not compensated by an outside funding source, and professional development; provided that such community service and professional development activities are mutually agreed to by the President of the College or his/her designee and the professional staff member.
5. Assigned instructional responsibilities and related preparation; provided that customarily professional staff members shall not be assigned traditional academic discipline responsibilities; and provided further that no professional staff member shall be required to teach subject matter which is beyond the scope of his/her academic and/or professional competency and experience as determined by the President of the College or his/her designee.

B. Work Year

All professional staff employees shall work a twelve (12) month year.

C. Work Schedule

The President of the College or his/her designee shall consider as advisory written notice from the professional staff member as to his/her preferred work assignment if received on or before June 1st prior to the fiscal year(s) covered by this Agreement. The President of the College or his/her designee shall notify the professional staff member in writing of his/her work assignment no later than July 1. Such work assignment shall be consistent with the needs of the College.

1. The workload of each professional staff member shall consist of such duties and responsibilities in accordance with his/her respective work schedules as may be assigned by the President of the College or his/her designee.
2. During the term of this Agreement, the normal work week for professional staff members shall be 37 1/2 hours per week.
3. During the term of this Agreement, the normal work day shall not exceed 7 1/2 hours, excluding lunch.
4. Whenever a professional staff member is required to work more than 37 1/2 hours in a particular week, he/she shall receive compensatory time on an hour-to-hour basis within the next sixty (60) working days, subject to mutual agreement between the professional staff member and the President of the College or his/her designee.
5. The customary work week for professional staff members shall be Monday through Friday, within the hours of 8:00 a.m. to 5:00 p.m. but in no case shall a professional staff member be required to work more than five (5) days in any seven (7) consecutive day period; provided that a professional staff member who is assigned to teach may request a revised work schedule.
6. Upon request of a professional staff member, the President of the College or his/her designee may assign up to three (3) days during the fiscal year in half-day segments or greater for participation in off-campus activities outside those assigned under the provisions of 12.04; one of these days shall be granted for the day following the Thanksgiving holiday. Such requests shall not be unreasonably denied.
7. All time spent in student advisement (if assigned), in attendance at conferences, meetings and student activities when such attendance is required during the work day shall be counted in the professional staff member's weekly and daily hours.
8. Upon request of a professional staff member the President of the College or his/her designee may, where practicable, grant a flexible schedule; provided, however, that the President's decision shall be final and nongrievable.
9. Upon request of a professional staff member, the President of the College or his/her designee may, where practicable, grant a ten (10) month year option at 10/12 of pay and benefits; provided, however, that the President's decision shall be nongrievable.

12.05 Workload Reduction

A. The President of the Association shall notify the Chancellor or his/her designee and the Presidents of the affected Colleges or their designees of the names of unit members who have been certified to have been approved by the President of the Association for a workload reduction. The Board shall provide fifteen (15) course sections per semester without cost to the Association. The Association shall pay for an additional ten (10) course sections per semester at the usual rate received by part-time faculty at each affected College.

Unit members who receive a workload reduction shall teach at least one (1) course per semester. No College shall be required to provide more than three (3) sections of unpaid workload reduction in any semester.

B. A department chairperson/curriculum coordinator (program and work area/discipline) shall be granted a reduction in instructional workload; provided that the reduction shall not exceed eighty (80) percent nor be less than twenty (20) percent. The amount of workload reduction shall be dependent upon the duties performed by the department chairperson/curriculum coordinator and shall be solely determined by the President of the College or his/her designee. Such reduction shall not be made in an arbitrary, capricious or unreasonable manner.

12.06 Workload Grievance Panel

A. If a unit member believes he/she is aggrieved by the application or interpretation of this Article, he/she may file a grievance in accordance with the provisions of Article X within thirty (30) calendar days after he/she should have known of the act or condition upon which the grievance is based.

B. The President of the College or his/her designee shall investiagate the grievance and respond in writing within thirty (30) calendar days after receipt of the grievance. No hearing is required. The decision of the President of the College shall be final except as hereinafter provided.

C. If the unit member believes the decision of the President of the College is arbitrary and capricious and unreasonable, he/she may appeal to the Workload Grievance Panel, which shall be composed of three (3) members selected in the following manner:

1. a President designated by the Chairperson of the Presidents' Council;
2. the President of the Association or his/her designee;
3. the Chancellor or his/her designee;
4. neither the President of the College whose decision is being appealed nor the affected faculty member shall be eligible to serve on the grievance panel.

D. The appeal to the Panel shall be filed with the Chairperson designated by the Board within ten (10) calendar days after receipt of the Step One decision.

E. Hearings shall be at the call of the Panel. The Panel shall respond to the appeal within forty (40) calendar days after receipt of the appeal. The decision of the Panel shall be final and binding upon all parties.

F. All time limitations may be waived by agreement of the interested parties.

ARTICLE XIII - EVALUATION

13.01 Evaluation Objectives

The evaluation of unit members is directed to the following objectives:

1. Assessment of the professional performance of the unit member.
2. Improvement of performance and quality of instruction.
3. To provide a basis upon which decisions shall be made concerning the reappointment, promotion, performance-based salary adjustments, tenure, sabbatical and professional leaves, and termination, dismissal and discipline of a unit member.

13.02 Evaluation of Faculty Members

A. Faculty Evaluation Criteria

Evaluation of faculty members shall be uniformly applied and based upon total performance with primary emphasis on teaching effectiveness, including consideration of the following criteria:

1. Development and improvement of instructional methodology;
2. Establishment of course objectives, course content and instructional activities;
3. Establishment of appropriate and fair procedures and instruments for student evaluation;
4. Student advising competency and accessibility; including the observance of established office hours;
5. College service, including:
   a. serving as advisor to student activities; and/or
   b. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, and labor/management committees; and/or
   c. preparing grant proposals; and/or
   d. participating in college, division, department or other related College meetings and/or activities; and/or
   e. participation in the improvement and development of academic programs and resources, including recruitment.

B. Procedure

The procedure for evaluating faculty members shall consist of five (5) processes: (1) student evaluation; (2) course materials evaluation; (3) classroom observation evaluation; (4) student advisement and college service evaluation; and (5) summary evaluation.

1. **Student Evaluation**
   a. The President of the College or his/her designee shall be responsible for administering the student evaluation process.
   b. Student evaluation packets for each class containing instruments and instructions shall be distributed to each faculty member by November 15.
   c. It is expressly agreed that the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included in writing on the instrument, provided further that the designated unit or non-unit professional shall return the student evaluation directly to the President of the College or his/her designee. The administering of the student evaluation shall be the responsibility of the President of the College or his/her designee who shall determine who among unit or non-unit professionals shall administer such student evaluation. Student evaluations shall be valid only if signed by the student; provided, however, that faculty members shall not be entitled to the identity of the student responding unless such student evaluation is used as a basis for dismissal or other disciplinary action and such will be communicated to the students.
   d. The data from the student evaluation shall be tabulated and copies sent to the President of the College or his/

her designee. The raw data shall be retained by the College for a period of one (1) year during which time the faculty member shall have access thereto upon written request.

e. The President of the College or his/her designee shall review the tabulated data and shall prepare a student evaluation summary and forward a copy to the faculty member by December 15.

f. The faculty member shall have seven (7) working days in which to respond to such summary evaluation.

2. **Course Materials**

a. The faculty member shall forward to the President of the College or his/her designee no later than the end of the second (2nd) week of classes in each semester the following materials for each course:

(1) Course outline;

(2) Instructional objectives and requirements students must meet to complete the course; and

(3) Description of procedures to be used in evaluating students.

The confidentiality of these materials shall be maintained.

b. Upon request of the affected unit member the President of the College or his/her designee shall consider advisory input from the appropriate Department Chairperson/Curriculum Coordinator relating to the unit member's course materials.

c. The President of the College or his/her designee shall review the course materials and evaluate them. In reviewing said materials the President of the College or his/her designee may seek additional information from other sources he/she may deem appropriate, including but not limited to Department Chairpersons.

d. The President of the College or his/her designee shall return all course materials to the faculty member and a copy of the evaluation of the course materials by the end of the fifth (5th) week of classes in each semester and, if requested, shall meet and confer with the faculty member to discuss the reasons therefor.

e. The faculty member shall have seven (7) working days in which to respond to the evaluation.

3. **Classroom Observation**

a. The President of the College or his/her designee shall conduct at least one (1) classroom observation per academic year.

b. Each faculty member shall be advised of a two (2) week period during which the President of the College or his/her designee shall conduct classroom observation; provided that each faculty member shall be given at least twenty-four (24) hours' notice of the date of classroom observation; provided, however, that a one (1) time postponement may be requested by a faculty member, if requested twenty-four (24) hours in advance. Each faculty member may submit to the President of the College or his/her designee supplementary course materials regarding the planned classroom activities during said two (2) week period.

c. Pre- and Post-Observation Conferences: For each classroom observation conducted by the President of the College or his/her designee there shall upon request of the affected unit member occur a pre-observation and post-observation conference between the unit member and the President of the College or his/her designee. The post-observation conference shall occur not later than two (2) weeks after the classroom observation unless otherwise mutually agreed.

d. The President of the College or his/her designee shall within fourteen (14) days of observation prepare an evaluation of the classroom observation in accordance with the criteria set forth in 13.02A and shall forward a copy to the faculty member.

e. The faculty member shall have seven (7) working days in which to respond to the evaluation.

4. **Student Advisement and College Service**

a. The President of the College or his/her designee shall evaluate the performance of the unit member's assigned duties and responsibilities consistent with the criteria established in this Article. The procedure for evaluating performance shall be as hereinafter described.

b. The faculty member shall submit documentation relating to performance of his/her duties and responsibilities, including but not limited to a log of student advisement and college service activities to the President of the College or his/her designee by the last day of classes in each semester.

c. The President of the College or his/her designee shall review the document(s) and may seek additional information from other sources he/she deems appropriate. The President of the College or his/her designee shall prepare an evaluation of student advisement and college service performed since the last such evaluation and shall forward a copy of the evaluation and, if requested, shall meet and confer with the faculty member to discuss the reasons therefor.

d. The faculty member shall have seven (7) working days in which to respond to the evaluation.

5. **Summary Evaluation**

The President of the College or his/her designee shall after receipt of all the foregoing evaluation components and prior to February 1 develop a summary evaluation of each faculty member and shall consider only the foregoing evaluation components. The results of the components shall be applied in a uniform manner and shall be assigned the following weights:

Student Evaluation	30%
Course Materials Evaluation	25%
Classroom Observation Evaluation	25%
Student Advisement Evaluation	10%
College Service Evaluation	10%

A copy of the summary evaluation shall be forwarded to the faculty member by February 1, upon receipt of which the faculty member shall have seven (7) working days to respond to the summary evaluation.

13.03 Evaluation of Professional Staff Members

A. Professional Staff Evaluation Criteria

Evaluation of professional staff shall be uniformly applied and based on total job performance, including the following criteria:

1. Professional performance including:
   - a. conformance with assigned workload as established by the appropriate administrator in accordance with Article XII; and
   - b. the rendering of effective assistance to students, faculty and staff of the College, individually and/or collectively in accordance with Article XII.
2. Student advising competency and accessibility, if appropriate.
3. College service, including:
   - a. serving as advisor to student activities; and/or
   - b. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor/management committees; and/or
   - c. preparing grant proposals; and/or
   - d. participating in college, division, department or other related college meetings and/or activities as the President of the College or his/her designee may deem appropriate; and/or
   - e. participation in the improvement and development of academic programs and resources, including recruitment.
4. Assigned instructional responsibilities and related preparation in accordance with Article XII

B. Procedure

The procedure for evaluating professional staff members shall consist of three (3) processes: (1) work performance evaluation, (2) student advisement and college service, and (3) summary evaluation.

1. Evaluation of Work Performance

a. Pre-Evaluation Conference

By July 1 or the beginning of a professional staff member's appointment, the President of the College or his/her designee shall upon request of the affected professional staff member conduct a pre-evaluation conference for the purpose of developing his/her position description, which shall contain a list of duties and responsibilities and may include mutually agreeable work objectives, if appropriate. The President of the College or his/her designee shall upon request meet with a professional staff member during the evaluation year to discuss his/her progress.

b. The President of the College or his/her designee shall complete the work performance evaluation by January 15. The professional staff member shall receive a copy of the evaluation and shall have seven (7) working days in which to respond to the evaluation.

c. Post-Evaluation Conference

The President of the College or his/her designee shall upon request meet and confer with the professional staff member to discuss the reasons for his/her evaluation within fourteen (14) days following the completion of said evaluation.

2. Evaluation of Student Advisement and College Service

a. The professional staff member shall submit to the President of the College or his/her designee documentation relating to performance of his/her duties and responsibilities, including but not limited to a log of student advisement, if appropriate, and college service activities by December 30 and May 30.

b. The President of the College or his/her designee shall review the document(s) and prepare an evaluation of student advisement and college service. He/she may seek additional information from other sources. The President of the College or his/her designee shall forward a copy of the evaluation to the professional staff member by January 15 and shall if requested meet and confer with the professional staff member to discuss the reasons therefor.

c. The professional staff member shall have seven (7) working days in which to respond to the evaluation.

3. Summary Evaluation

The President of the College or his/her designee shall after receipt of all the foregoing evaluation components and prior to February 1 develop a summary evaluation of each professional staff member and shall consider only the foregoing evaluation components. The results of the components shall be applied in a uniform manner and shall be assigned the following weights:

Work Performance	90%
College Service	10%

13.04 **Reallocation of Weights Assigned to Evaluation Components**

The weights assigned to evaluation components shall be reallocated proportionally as determined by the President of the College or his/her designee, if the workload assignments of a unit member have been adjusted by assigning non-instructional activities to a faculty member pursuant to Article 12.03.

13.05 **Written Reasons**

Upon request, a unit member shall be provided with written reasons for his/her evaluation (s).

ARTICLE XIV – CRITERIA AND PROCESS FOR PROMOTION OF FACULTY AND PROFESSIONAL STAFF UNIT MEMBERS

14.01 **Rank and Classification System**

A. There shall be four (4) ranks for faculty members:

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Professor

B. There shall be four (4) classifications for professional staff unit members:

1. Professional Staff I
2. Professional Staff II
3. Professional Staff III
4. Professional Staff IV

14.02 **Eligibility for Promotion**

A. Faculty and professional staff unit members who meet the following minimum qualifications shall be considered for promotion to a higher faculty rank or professional staff classification.

1. The unit member must have served at least two (2) years in his/her present faculty rank at his/her College as of September 15 or professional staff classification as of July 15.
2. The unit member must have been deemed other than unsatisfactory on his/her most recent summary evaluation.
3. Qualifications for promotion hereinafter set forth are not to be construed to limit the right of the recommending authorities to specify additional criteria when such criteria are customarily required for specialized or professional areas.

Minimum Qualifications for Consideration for Promotion

Faculty

Rank	*Degree**	*Time in Rank*	*Total Experience*
Assistant Professor	Doctorate	2 years	4 years
	Master's + 15-30 gr. cr. hrs.	2 years	5 years
	Master's or equivalent	2 years	6 years
Associate Professor	Doctorate	2 years	6 years
	Master's + 15-30 gr. cr. hrs.	2 years	7 years
	Master's or equivalent	2 years	8 years
Professor	Doctorate	2 years	8 years
	Master's + 15-30 gr. cr. hrs.	2 years	9 years
	Master's or equivalent	2 years	10 years

*Degrees must be from regionally accredited institutions.

Computation of Total Experience

For purposes of determining total experience, prior experience shall be credited as follows:

1. One (1) year of credit for each year of teaching experience within the Community Colleges or at a community college outside the System;
2. One (1) year of credit for each year of prior full-time post-secondary teaching at other than a community college;
3. One-half (1/2) year of credit for each year of prior related work experience to a maximum of ten (10) years of credit;
4. One-half (1/2) year of credit for each year of full-time directly related professional staff responsibilities at the college level;
5. One-half (1/2) year of credit for each year of full-time elementary or secondary school directly related teaching experience to a maximum of ten (10) years of experience.
6. A Master's Degree plus fifteen (15) — thirty (30) graduate credit hours shall be the equivalent of one (1) year of experience.
7. A Doctorate shall be the equivalent of two (2) years of experience.

Professional Staff

Class.	*Degree**	*Time in Class.*	*Total Experience*
Prof. Staff II	Doctorate	2 years	4 years
	Master's + 15-30 gr. cr. hrs.	2 years	5 years
	Master's or equivalent	2 years	6 years
Prof. Staff III	Doctorate	2 years	6 years
	Master's + 15-30 gr. cr. hrs.	2 years	7 years
	Master's or equivalent	2 years	8 years
Prof. Staff IV	Doctorate	2 years	8 years
	Master's + 15-30 gr. cr. hrs.	2 years	9 years
	Master's or equivalent	2 years	10 years

*Degrees must be from regionally accredited institutions.

Computation of Total Experience

1. One (1) year of credit for each year of experience in a directly related professional staff function within the Community College System or at a community college outside the System;
2. One (1) year of credit for each year of prior post-secondary experience in a directly related professional staff function at other than a community college;
3. One-half (1/2) year of credit for each year of prior related work experience to a maximum of ten (10) years of credit;
4. One-half (1/2) year of credit for each year of full-time college teaching experience;
5. One-half (1/2) year of credit for each year of full-time elementary or secondary school directly related professional staff function to a maximum of ten (10) years of credit;
6. A Master's Degree plus fifteen (15) — thirty (30) graduate credit hours shall be the equivalent of one (1) year of experience.
7. A Doctorate shall be the equivalent of two (2) years of experience.

Conditions

a. Part-time work and/or teaching experience shall be credited proportionally on the aforementioned criteria. No fractional total shall be credited.

b. No credit shall be given for summer session or evening division employment.

c. The Board may in its discretion waive the degree and/or experience criteria.

d. Degree requirements shall not apply to any unit member presently employed who does not have a Master's Degree.

B. Fulfillment of the minimum formal requirements for promotion to a higher rank or classification and/or recommendations by the President of the College creates no right to promotion by implication and such authority remains within the sole discretion of the Board.

C. The President of the College may waive the time in rank or classification and/or education and experience criteria requirement.

14.03 Announcement of Promotional Opportunities

The President of the College shall by October 1 each year declare the number of potential promotions subject to the availability of funds and positions at appropriate rank levels as determined by the President of the College that he/she intends to utilize for qualified faculty. The number of promotions available to faculty members each year shall not be reduced by an administrator who is appointed to a faculty position. The President of the College or his/her designee shall make reasonable efforts, where financially practicable, to promote unit members at each College each year at least at a rate consistent with the past practice at each College during the term of the 1977-80 Collective Bargaining Agreement; provided, however, that the President of the College or his/her designee does not impose or use any quotas of any kind by rank or classification, college, department, division, or work area and no such quota shall govern the eligibility for promotion of any unit member.

14.04 Procedures

A. Each unit member who is eligible for promotion pursuant to the criteria specified in this Agreement may apply for promotion to his/her immediate supervisor with a copy to the appropriate Dean prior to October 15.

B. The immediate supervisor shall apply the following criteria uniformly and shall make a recommendation for or against promotion of those unit members eligible to be considered for promotion under the provisions of this Article. In making his/her recommendations, the immediate supervisor shall consider only the following in priority order:

1. The unit member's performance, including all relevant material in his/her file since his/her last promotion or appointment to the College, whichever is more recent;
2. The unit member's seniority; provided that for those unit members at the same rank or classification being recommended for promotion, the unit member with the most College unit seniority shall be given preference; for those unit members at different ranks or classifications, the unit member with the most time in rank or classification shall be given preference.

The immediate supervisor shall apply the criteria in B above uniformly within his/her area of supervision.

C. For those unit members being recommended for promotion, a list within rank or classification up to the number of promotional opportunities at each rank or classification shall be established and forwarded to the appropriate dean and on request to eligible unit members prior to March 1. The immediate supervisor shall, on request, provide a written statement of reasons to a unit member placed lower on the priority list.

D. The appropriate dean(s) shall review the recommendations and shall submit a prioritized list up to the number of promotional opportunities at each rank or classification to the President of the College and on request to eligible unit members prior to April 1. The Dean shall consider only the criteria listed in 14.04B as they apply to his/her area of supervision. If the Dean disagrees with the immediate supervisor and changes the rank order of priority, the Dean shall give a statement of reasons in writing to the affected unit member.

E. The President of the College shall review the recommendations of the immediate supervisor and the appropriate dean(s) and shall consider only the criteria listed in 14.04B as they relate to the college in making his/her recommendations to the Board. if the President of the College disagrees with the Dean and changes the rank order of priority, he/she shall give a statement of reasons in writing to the affected unit member.

F. Promotions shall become effective on the first (1st) day of the September pay period for faculty members and on the first (1st) day of the July pay period for professional staff.

G. It is expressly understood that the provisions of this Article shall be applied in a manner which is not arbitrary, capricious, discriminatory, or unreasonable.

14.05 Non-State Appropriated Funding

Service provided by a unit member while on non-state appropriated funding shall be counted for the purposes of this Article in the event such unit member becomes an "01" employee; provided, however, that at the time of making application for a grant the President of the College or his/her designee shall when otherwise financially practicable and in conformance with law make reasonable efforts to request sufficient funds to allow for the promotion process for non-state appropriated funded unit members. It is understood by the parties that eligibility and criteria for promotion for non-state appropriated funded unit members shall be the same as for state-funded members.

ARTICLE XV – TERMINATION, DISMISSAL, DISCIPLINE & RESIGNATION

15.01 Termination

Due notice of intention of the Board to terminate a unit member must be provided in accordance with Article XI.

15.02 Dismissal

Dismissal is defined as the discharging of a unit member for just cause prior to the expiration of his/her appointment and shall not be invoked except through due process.

1. Charges relating to dismissal must be filed with the President of the College and may be filed only by the appropriate administrator to whom the individual is responsible, except that charges may also be made by the President of the College.
2. The President of the College shall notify the unit member that he/she shall be recommended for dismissal and, if appropriate request is made, the dismissal shall be preceded by a discussion with the President of the College. The matter may be concluded by mutual consent of the parties at this point.
3. a. If the matter is not concluded, the President of the College shall frame with reasonable particularity a formal statement of charges and shall serve the statement of charges upon the unit member. The unit member may be represented by the Association.
   b. Within ten (10) days of the service of the statement of charges upon the unit member, he/she shall indicate in writing whether he/she requests a formal hearing. If no such request is received within (10) days, it shall be presumed that the unit member waives his/her right to a hearing.
4. The President of the College shall conduct the hearing, if held.
5. During the hearing, the unit member shall be entitled to have counsel of his/her choice which may include representation by the Association.
6. A verbatim record of the hearing shall be taken and a copy shall be made available to the unit member at his/her request for inspection and copying; provided that the Board and the Association shall share the cost of providing a copy of the transcript to the unit member.
7. a. The unit member shall be afforded an opportunity to obtain necessary witnesses and documentary evidence and the President of the College shall to the extent practicable secure the cooperation of such witnesses and make available necessary documents and other evidence within his/her control.
   b. The unit member and the College shall have the right to confront and cross-examine all adverse witnesses. When a witness cannot or will not appear, but the President of the College determines that the interests of fairness require admission of his/her affidavit, the President of the College shall identify the witness, disclose his/her affidavit, and give such statement appropriate probative weight in view of the parties' inability to cross-examine.
8. If the decision is for dismissal, the affected unit member may appeal to the Chancellor or his/her designee within ten (10) days after receipt of the decision. The entire record so established, including the transcript, shall form the grievance record and shall be forwarded to the Chancellor or his/her designee upon receipt of the Step One Appeal. Said appeal shall be construed as a grievance at Step Two of the Grievance Procedure, Article X, but the following expedited procedure shall apply:
   a. The Chancellor or his/her designee shall meet with the affected unit member for the purpose of conducting a hearing and shall render a written decision within fifteen (15) calendar days of receipt of the appeal.
   b. Within fifteen (15) calendar days after receipt of the decision of the Chancellor or his/her designee or within fifteen (15) days after it was due, the Association may initiate arbitration of a grievance involving dismissal of a unit member in accordance with the rules of the American Arbitration Association.

15.03 Discipline

Nothing in this Article shall preclude the Board or its representatives from disciplining unit members by means less than discharge, including but not limited to suspension with or without pay, provided that such discipline shall be for just cause; and provided further that a unit member who is suspended without pay shall upon written request be entitled to a hearing within fourteen (14) calendar days after receipt of such request and to back pay in the event the suspension is reversed.

15.04 Resignation

A unit member shall give notice of resignation at least thirty (30) calendar days prior to the effective date of resignation, unless otherwise mutually agreed by the unit member and the President of the College or his/her designee.

15.05 Unless otherwise specifically modified herein, the provision of Article X shall be applicable to this Article.

ARTICLE XVI - FILLING OF VACANCIES IN THE BARGAINING UNIT

16.01 A notice of vacancy in the bargaining unit shall include a statement of duties, salary range for the position, closing date of application and all qualifications for said position as determined by the President of the College or his/her designee.

All notices of said vacancies shall be posted on bulletin boards customarily used to notify unit members. In addition, the Board shall administer Article XVI in a manner consistent with Article VIII and the Board's Affirmative Action Policy.

The vacancy list prepared by the President of the College or his/her designee on a monthly basis shall be sent to the President of the Association.

16.02 Vacancies as defined shall be filled by unit members within the College at which the vacancy occurs when in the professional judgment of the President of the College or his/her designee such unit members are the best qualified applicants. If the President of the College or his/her designee determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

1. to the retrenched unit member within the Community College System;
2. to the unit member within the department where the vacancy occurs;
3. to the unit member at the College where the vacancy occurs;
4. to the unit member employed at another college in the Community College System.

Any appointments to a vacancy shall be consistent with the affirmative action goals and in accordance with the Board's Affirmative Action Policy.

ARTICLE XVII – TRANSFER

A. Transfer Procedures

Transfer within the Community College System or within a Community College may be initiated by the Board or requested by a unit member; provided, however, a unit member shall not be transferred without his/her consent.

In the event the transfer is initiated by the unit member, application for transfer shall be made directly to the President of the College or his/her designee to which or within which transfer is desired; provided, however, that applicants shall inform the President of the College from which transfer is desired of any such application at the time application is made. Candidates for transfer are subject to the same selection procedures as any other application for an available position. It is expressly understood that transfer is not automatic and is subject to the discretion of the receiving College; provided that if the President of the receiving College or his/her designee determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

1. to the unit member within the department where the vacancy occurs;
2. to the unit member at the College where the vacancy occurs;
3. to the unit member employed at another College in the Community College System.

B. Tenure

Tenure appointments shall be transferable from one (1) College to another only at the option of the President of the receiving College or his/her designee; provided, however, that the transferred unit member is otherwise eligible for said tenure appointment pursuant to the provisions of this Agreement.

ARTICLE XVIII – NOTICES

A. Written Notices, Communications, Etc.

All notices, recommendations, reports and official communications required by this Agreement shall be in writing and shall be deemed to be given if delivered by hand or if mailed certified mail, return receipt requested, or first class mail, and addressed to the person concerned at his/her address as shown on the records of the College or if to administrators of the College or the Board to their regular place of official business.

B. Notice of Class Cancellations

If classes are cancelled all faculty and professional staff shall be notified in accordance with the notification procedure established at each College that they need not report to work. Such procedure shall provide for either radio or telephone notice or both to be given at least one (1) hour prior to the beginning of the first (1st) scheduled class. In emergency situations, notice shall be given as soon as is practicable thereafter.

ARTICLE XIX – RETRENCHMENT

19.01 Basis for Retrenchment

A. The Board may from time to time retrench one (1) or more members of the bargaining unit whenever in the exercise of its sole discretion it shall have determined that such retrenchment is required due to bona fide financial reasons or where there occurs within an institution a bona fide discontinuance, reduction or shift in academic emphasis or professional service needs or for other related bona fide programmatic reasons.

B. The provisions of this Article shall exclusively govern the discontinued employment of a member(s) of the bargaining unit prior to the expiration of his/her term of appointment through no fault or delinquency on his/her part. It is clearly understood that the nonreappointment of unit members pursuant to the provisions of Article XI is not covered by the terms of this Article.

C. The President of the College shall notify both the President of the Association and the Chapter President in writing of impending retrenchment of unit member(s) and the reasons therefor, including any available documentary evidence pertaining thereto. The President of the Association or his/her designee may respond in writing to the President of the College as to his/her judgments and recommendations based upon the contents of the initial notification letter and/or subsequent to the consultation process described in 19.02

D. **Notification**

a. In addition to the notification given to the President of the Association under Article 19.01 C, notice of retrenchment to affected unit member(s) shall be made pursuant to the following terms and conditions:

1. Whenever the President of the College shall have determined that any unit member shall be retrenched under this Article, the President of the College or his/her designee shall give notice of retrenchment to the affected unit member and the effective date of such retrenchment.
2. Such notice shall be sent to the unit member affected as soon as practicable recognizing that, where circumstances permit, it is desirable that the effective date of said notice be sixty (60) days prior to the semester in which the employment of said retrenched unit member(s) shall be discontinued.

19.02 **Consultation**

A. In addition to notifying the President of the Association and the President of the Chapter as hereinbefore provided, the President of the College or his/her designee shall meet and confer with the President of the Association or his/her designee regarding the administration's plans for the retrenchment of unit members and the reasons therefore.

B. Accurate information, statistics or financial data related to any change or plan shall be made available by the President of the College or his/her designee for inspection and/or copying upon request of the President of the Association or his/her designee; provided, however, that this shall not require the College to compile such information, statistics or financial data in the form requested unless already compiled in that form.

C. In adopting a plan of retrenchment, the judgment of the Board upon recommendation of the College shall be final; provided, however, that said retrenchment shall not be made in an arbitrary, capricious or unreasonable manner.

D. If and when retrenchment is to occur and it is otherwise financially practicable, the College shall make reasonable efforts to utilize attrition in order to effect the required reductions of unit members.

19.03 **Reassignment**

A. Whenever it shall have been determined to be necessary to retrench any unit member, the College shall reassign an affected unit member to a position within another division, department/work area or professional service area within the College at which the retrenchment occurs; provided, however, that such reassignment shall only be made to a then existing vacancy in such department/work area or professional service area. No such reassignments shall be made unless such unit member is qualified for such reassignment as determined by the President of the College or his/her designee. A unit member shall be deemed to be qualified by the President of the College or his/her designee if he/she has taught at least eight (8) sections at the college in the work area to which the reassignment is to occur, or, if the provisions of the retraining article, Article 19.08, apply. Such reassignment shall not be made without the assent of the unit member.

19.04 **Retrenchment Procedure**

A. The President of the College shall make reasonable efforts to effect the required retrenchment by exhausting attrition and reassignment.

B. Once a determination has been made to retrench unit members within a particular division, department, work area or professional service area the order of retrenchment shall be:

1. part-time employees in the affected work area;
2. temporary employees in the affected work area;
3. unit members in the affected work area according to reverse seniority.

C. In selecting among and between full-time unit members, the seniority of each unit member within any department/work area/program, whichever is appropriate, at a College shall determine the order in which he/she shall be retrenched from that department/work area/program area, whichever is appropriate, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those unit members to be retained are by training, academic credentials, and/or experience as determined by the President of the College or his/her designee qualified to teach the remaining courses offered by such department or within such program area; provided further that if a faculty member is qualified to teach in more than one department/work area/program according to the criterion of having taught eight (8) sections in that department/work area/program, then college-wide seniority in the faculty work unit shall prevail in the event of retrenchment.

D. A unit member who is aggrieved by the order of retrenchment shall upon request be notified of the reasons for such retrenchment as it relates to his/her employment being discontinued.

19.05 Seniority

A. Seniority shall mean a unit member's length of continuous full-time unit service in the professional staff work unit and the faculty work unit at his/her College; provided, however, that seniority for returning administrators shall be calculated pursuant to the provisions of Article 11.04. Continuity of service shall not be broken by a leave of absence, whether paid or unpaid, unless otherwise provided in this Agreement. Seniority shall accrue during a paid leave but shall not accrue during an unpaid leave.

B. Seniority of a unit member who was on non-state appropriated funds shall be counted on a one (1) year to one (1) year basis in the event that such unit member becomes an "01" employee; provided, however, there is no break in service.

C. Within sixty (60) days after the execution of this Agreement and by October 15 each year thereafter, the President of the College or his/her designee shall forward to the President of the Association or his/her designee a seniority list, which shall indicate a unit member's college-wide seniority in the professional staff work unit and the faculty work unit and the unit member's seniority in his/her department(s)/program area(s)/work area(s), whichever is appropriate.

19.06 Lay-Off Status

A. If a unit member is retrenched, no one shall be appointed to perform the released unit member's function within a period of four (4) years from the date of retrenchment; provided, however, that on or before June 10 of each calendar year subsequent to the date of retrenchment the released unit member shall give written notice by certified mail, return receipt requested, to the President of the College or his/her designee of his/her intention to be available on the recall list. Subject to the notice requirement as hereinbefore provided, such released unit member shall remain on the recall list until (1) he/she has been offered reappointment to his/her former function with equivalent tenure and no loss of benefits, or (2) said unit member has failed to meet his/her obligations under the provisions of this Article, (3) but not longer than four (4) years after the effective date of retrenchment.

B. Notice of vacancies shall be sent to the President of the Association by the President of each College or his/her designee.

19.07 Recall

A. Whenever during the term of this Agreement it shall be determined to fill in whole or in part any unit position in any work area in which retrenchment has earlier taken place, the President of the College shall recall in inverse order of retrenchment the appropriate unit member who shall have been retrenched from such work area; provided that he/she is qualified by training and/or experience to perform the duties of the position. Whenever an offer to recall has been extended and refused by a unit member, the offer to recall shall be extended to the next unit member on the recall list. For any unit member who accepts a recall appointment to his/her College, all previously accrued seniority and other contract rights shall be retained.

B. In addition, a unit member who is retrenched and is deemed qualified by his/her training, academic credentials and/or experience as determined by the President of the receiving College or his/her designee for any available vacant unit position at the receiving college shall be given priority of consideration for transfer.

19.08 Retraining

A. Any unit member facing retrenchment shall be eligible for consideration for sabbatical leave regardless of his/her length of service and, if recommended by the President of the College or his/her designee to retrain for a suitable position which would be available concurrent with the date of retrenchment, such sabbatical leave shall be granted subject to the approval of the Board.

B. No later than sixty (60) days after execution and ratification of this Agreement, the Joint Study Committee shall establish a retrenchment retraining subcommittee which shall study and report on the feasibility of providing retraining opportunities for retrenched unit members.

C. A unit member who is retrenched or who shall foreseeably be retrenched may request the approval of the President of the College or his/her designee to enter a retraining program without cost to the College and if such approval is granted he/she shall be extended priority of consideration for any position which the President of the College or his/her designee deems the unit member is qualified for subject to the availability of a position. Said retrenched unit member shall, upon acceptance in the regular day program at a public college or university within the Commonwealth, be granted a full tuition remission for the purposes of retraining subject to the approval of the Board of Regents or their designee.

ARTICLE XX – DEPARTMENT CHAIRPERSONS/CURRICULUM COORDINATORS/PROGRAM COORDINATORS

20.01 Department Chairpersons/Curriculum Coordinators/Program Coordinators

The President of the College or his/her designee may appoint on an annual basis a unit member as a department chairperson to assist in the coordination and/or supervision of instruction. Each such department chairperson shall have a job description specifying duties and responsibilities consistent with this Article and the needs of the College and he/she shall be responsible to the President of the College or his/her designee for performing such.

20.02 Appointment

The department chairperson/curriculum coordinator/program coordinator shall be appointed by the President of the College in accordance with the procedures described in this Article. The term of the department chairperson shall be for a renewable term of one (1) year unless a vacancy is declared to exist by the President of the College as hereinafter provided or unless the department chairperson is unable to serve.

20.03 Withdrawal from Duties

Notification of at least one (1) semester shall be given by a department chairperson whenever he/she does not wish to continue in the position of department chairperson. A department chairperson who is the only full-time faculty member in a department or work area cannot resign the department chairperson's responsibilities without also resigning his/her faculty position.

20.04 Jurisdiction

The provisions of this Article shall be applicable to all unit members performing the duties and responsibilities of a department chairperson or curriculum coordinator/work area/program coordinator.

20.05 Department Chairperson/Curriculum Coordinator (Work Area)

A department chairperson (work area) may be responsible for the following duties:

A. The submission of the preferred subject matter preparation and preferred class schedule of unit members within his/her department consistent with Article XII.

B. Implementing the process of evaluation of course materials contained in Article XIII. The department chairperson (work area) shall not be involved in whole or in part in any other evaluation process and shall not participate in any personnel action recommendations.

C. Advise on the discipline competency of all applicants for vacancies within the department after consultation with members of the department.

D. Other duties may be assigned to a department chairperson (work area) if specifically contained in a job description and such duties are consistent with the needs of the College and the provisions of this Article.

20.06 Department Chairperson/Curriculum Coordinator (Program)

The department chairperson (program) may be responsible for the following duties:

A. Assist in the recruitment and orientation of new instructional staff;

B. Advise on the instructional competency of all applicants for vacant positions within the program after consultation with members of the program unit;

C. Submit the preferred subject matter preparation and class schedule of unit members within his/her program consistent with Article XII;

D. Supervise the development of instructional materials and assist in conducting research on the effectiveness of the instructional program consistent with the philosophy and objectives of the College, the requirements of external and/or regulatory agencies and Article VII of this Agreement;

E. Instruct courses or portions thereof within the program as appropriate;

F. Assist in the implementation of the following evaluation processes as contained in Article XIII.

1. The process of evaluation of course materials.
2. The process for classroom observation in a clinical or laboratory-like setting wherein the student is developing a variety of occupational and/or pre-professional skills fundamental to the students' performance after completion of designated programs. The Department Chairperson (program) shall not implement the process for evaluation by students nor the process for classroom observation where didactic instruction is involved.

G. Encourage faculty to develop new methods of instruction;

H. Develop and prepare for submission all reports and accreditation materials required by governing or accrediting agencies;

I. Participate in the formulation of the program's budget and administer it within the prescribed limits established by the College;

J. Evaluate and make recommendations for any employees not in the faculty/professional staff unit assigned to his/her program area;

K. Cooperate with the President of the College or his/her designee in the development, dissemination and implementation of Board/College policy, regulations and procedures;

L. Meet with the Advisory Committees which support or influence the instructional program in cooperation with his/her supervisor. Establish liaison and cooperation with external agencies essential to the implementation of the program particularly where use of external facilities or resource personnel is required;

M. Cooperate and facilitate cooperation with other program areas and/or departments, learning resources, student services and administrative services within the College;

N. The designated administrator shall implement all evaluation processes for the department chairperson and the coordinator, if said coordinator does not report to a department chairperson. If the coordinator reports to a department chairperson, the process for the evaluation of course materials shall be performed by the department chairperson;

O. Other duties may be assigned if specifically contained in a job description and such duties are consistent with the needs of the College and the provisions of this Article;

P. The department chairperson (program) shall be responsible for the total implementation of a college program and/or curriculum defined as a series of diverse courses usually leading to a certificate or associate degree and which require multiple faculty in order to provide core courses and where accreditation, licensure or other external governing agencies require a member defined within the unit to perform supervisory functions for approval, maintenance or continuance of the program.

20.07 Procedure for the Selection of Department Chairperson*

At least two (2) months prior to the expiration of a term of office of a department chairperson, or upon a declaration of a vacancy, the president of the College shall notify the members of the discipline/work area/program of the need to select a chairperson. The following procedures shall be followed in the selection of a department chairperson:

1. The President of the College will post the job description for seven (7) calendar days within the College;
2. The members of the department/program have seven (7) calendar days to make application;
3. At the expiration of this period of time, if the President of the College or his/her designee determines that there are no applicants qualified for the position, the President of the College or his/her designee may post outside the College;
4. When a department chairperson (discipline/work area) is to be selected, the process shall be:

   At the conclusion of the posted period, members of the department shall meet to review the applicants for the position. Thereafter, the members of the department/program will by secret ballot elect one (1) person from the applicants and thereafter make a recommendation to the President of the College or his/her disignee. If acceptable, the President of the College shall within ten (10) working days of his/her receipt of such nomination recommend appointment of such nominee to the Board.

   If unacceptable, the department shall recommend an additional candidate. If the second nominee is unacceptable, the duties of evaluation of course materials shall be assigned to a non-unit member and the balance of responsibilities contained herein shall be performed by the department/work area member originally recommended to the President of the College or his/her designee.
5. When a department chairperson (program) is to be selected, the process shall be:

   At the conclusion of the posted period whether by internal or external recruitment processes, members of the department/program shall meet to review all applicants for the position. Thereafter, the members of the program area will by secret ballot determine whether each applicant is qualified according to the qualifications criteria in the job description and certify without ranking them to the President of the College or his/her designee. The President of the College or his/her designee shall recommend the appointment of the department chairperson (program) to the Board.

* Program Coordinator shall be included in the process.

20.08 Evaluation of Department Chairperson

A. Each deparment chairperson shall be evaluated annually by the President of the College or his/her designee in writing not later than March 30 of each contract year. The evaluation shall be based upon the accomplishment of tasks which have been established and agreed upon between the department chairperson and the President of the College or his/her designee.

The evaluation shall also include the evaluation by each unit member within the work area/program, the results of which shall be recorded on a form; provided, however, that any changes made on the form by the Board shall be preceded by consultation with the Joint Study Committee. The President of the College or his/her designee shall administer the evaluation form in a manner to insure the anonymity of the unit member responding.

B. The President of the College or his/her designee shall notify the department chairperson in writing of his/her recommendation for appointment/non-reappointment based upon the above evaluation process. The department chairperson may respond within seven (7) working days to the evaluation.

20.09 Recall

The parties recognize that the recall of a department chairperson by discipline/work area/program members is an unusual occurrence and that such recall should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a department chairperson by discipline/work area/program members shall not be used until a department chairperson has served at least one (1) academic year from the date of appointment.

1. **Informal Procedures**

   Within five (5) working days of the receipt of a statement setting forth specific complaints signed by one-third (1/3) of all full-time department members, the department chairperson shall meet to confer with all members of the department work area. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed statement.

If the complaints are not resolved to the satisfaction of one-third (⅓) of the full-time department/work area members, the concerned members should next meet informally with the academic dean to discuss the matter and obtain, if possible, the dean's assistance in reaching an informal settlement of said complaints. Failing this the department/work area members may then proceed to the formal recall procedures hereinafter described.

2. **Formal Procedures**

A. Upon presentation to the academic dean of a petition signed by one-third (⅓) of the full-time members of the department/work area, excluding the department chairperson, stating specific reasons for recalling the department chairperson, the academic dean shall promptly give fourteen (14) calendar days' written notice to all department/work area members setting forth the time, date and place of a meeting to consider the recall petition and to vote on either a motion that the department/work area chairperson continue in office or a motion to recommend to the President of the College that he/she declare a vacancy to exist in the department/work area.

The department chairperson/work area may be present at this meeting.

B. The academic dean and an impartial person from the faculty at large, who shall be elected by members of the department/work area, shall conduct the recall meeting, and if the academic dean and the members of the department/work area shall have so decided, shall conduct successor meetings for the same purpose. The academic dean and such impartial person from the faculty at large shall record any subsequent vote(s) taken within the department/work area on this matter.

C. A vote by secret ballot of the majority of all full-time department/work area members shall be required to recommend to the President of the College or his/her designee that he/she declares a vacancy to exist in the department chairperson position. If a majority of the department/work area members so vote, the results of the balloting with reasons shall be forwarded to the President of the College or his/her designee. The President of the College shall determine the recall or continuance within ten (10) calendar days and so notify the department/work area with reasons. The President's decision shall be final.

20.10 **Workload Reduction**

Any unit member who performs the duties and responsibilities of a department chairperson or curriculum coordinator/work area/program coordinator as contained in this Article shall receive a workload reduction of at least one (1) section in accordance with Article XII, Section 12.05D, whether or not he/she holds such title. A unit member who believes he/she is aggrieved by a determination under this section may appeal to the Workload Grievance Panel in accordance with the provisions of Article XII governing said Panel.

20.11 **Compensation**

Any unit member who agrees to perform the duties and responsibilities of a Department Chairperson or curriculum coordinator/work area/program coordinator as contained in this Article shall be compensated at the rate of $10.00 for each working hour if he/she agrees to perform such duties between Commencement and the first day of Fall classes, during Winter intersession and Spring vacation; provided, however, that such compensation shall not be paid for duties performed on assigned professional days as provided in Article 12.03D. It is expressly understood that the President of the College or his/her designee shall inform the department chair, or curriculum coordinator/work area/program coordinator in a timely fashion should he/she desire to secure the services of the aforementioned unit member consistent with this Article.

ARTICLE XXI – SALARY ADJUSTMENTS

21.01 For the period July 1, 1983 through June 30, 1986, annual salary adjustments shall be implemented as follows:

21.02 **General Salary Rate Increases**

A. Effective September 25, 1983, all full-time unit members shall receive a general salary rate adjustment of an amount equal to 4%.

B. Effective April 1, 1984, all full-time unit members shall receive a general salary rate adjustment of an amount equal to 2%.

C. Effective July 1, 1984, all full-time unit members shall receive a general salary rate adjustment of an amount equal to 2%.

D. Effective September 30, 1984, all full-time unit members shall receive a general salary rate adjustment of an amount equal to 6%.

E. Effective June 30, 1985, all full-time unit members shall receive a general salary rate adjustment of an amount equal to 7%.

F. Effective September 30, 1985, all full-time unit members shall receive a general salary rate adjustment of an amount equal to 2%.

21.03 Performance Based Salary Adjustments

A. Effective September 25, 1983, there shall be established at each College a pool of 1.5% of the total salaries before the application of the 4% general increase which will be used for performance based salary adjustments for unit members who received other than unsatisfactory on their evaluations for the 1982-1983 academic year.

B. Effective September 30, 1984, there shall be established at each College a pool of 2% of the total salaries before the application of the 6% general increase which will be used for performance based salary adjustments for unit members who received other than unsatisfactory on their evaluations for the 1983-1984 academic year.

C. Effective June 30, 1985, there shall be established at each College a pool of 1.5% of the total salaries before the application of the 7% general increase which will be used for performance based salary adjustments for unit members who received other than unsatisfactory on their evaluations for the 1984-1985 academic year.

21.04 Educational Needs/Professional Development

Effective June 26, 1983, again effective July 1, 1984, and effective June 30, 1985, there shall be established at each College a pool of 1% of total salaries for educational needs and professional development purposes. The 1984 and 1985 pools will be calculated before the application of general increases effective July 1, 1984 and June 30, 1985. It is understood these adjustments do not affect base rates. These pools shall be distributed in accordance with the following procedures. Participation in any such program by any member of the bargaining unit shall be undertaken only on a voluntary basis.

A. Purpose

1. To improve teaching and student advising and to develop new course materials and to relate those to a changing curriculum that is itself responsive to the larger needs of society;
2. To develop new teaching skills and an appropriate facility in the use of media, teaching aids and other supportive techniques where those are appropriate;
3. To improve student advising techniques and the faculty member's command of relevant bodies of knowledge in this area;
4. To increase the faculty member's command of the body of knowledge that constitutes his own discipline;
5. Where appropriate, to enable a faculty member to develop a command over a body of knowledge in a related discipline;
6. In the case of any professional staff unit member, to improve such professional staff unit member's professional skills and techniques and to relate those to a changing curriculum that is itself responsive to the larger needs of society; and
7. In the case of any professional staff unit member, to develop new professional skills and techniques to the same end.

B. In Fiscal Years 1984 and 1985 no unit member shall be unreasonably denied a minimum of $300 in educational needs funds provided he/she submits a bona fide request in accordance with A. above. In Fiscal Year 1986 no unit member shall be unreasonably denied a minimum of $125.00 in educational needs funds provided he/she submits a bona fide request in accordance with A. above.

C. Individual Programs of Professional Development

Within thirty (30) days of the date of execution of this Agreement, there shall be established at each College a Committee on Professional Development and Retraining, which shall be composed of three (3) unit members appointed by the President of the Association and two (2) persons appointed by the President of the College.

1. **The Committee shall:**
   a. Meet and confer with the Dean of Academic Affairs regarding criteria for the awarding of Professional Development Programs and shall utilize the guidelines for such Professional Development Programs;
   b. Receive and review all requests for programs of professional development as may be undertaken pursuant to the provisions of this Article, and the guidelines in effect and thereafter make recommendations to the President of the College regarding approval or disapproval of all programs of professional development submitted pursuant to the provisions of this Article;
   c. Make recommendations regarding the allocation of monies which shall be available for the implementation of programs of professional development as may be undertaken pursuant to the provisions of this Article;
   d. Develop and recommend a policy for the retraining of unit members who may be retrenched, and submit such recommended policy to the President of the College within three (3) months from the date on which the Committee shall have first convened; in discharging this responsibility, the Committee shall seek to compile and disseminate information regarding retraining and job opportunities for members of the bargaining unit.
   e. Advise, when requested, individual unit members who shall have been or may be retrenched pursuant to the provisions of Article XIX of this Agreement for the purpose of assisting any such unit member in the development of a program of retraining.

2. The President of the College shall:
   - a. Upon receipt of the recommendations of the Committee on Professional Development and Retraining, grant such awards as he/she shall determine in accordance with the provisions of this Article;
   - b. Notify the applicants of the approval or disapproval of their program of professional development;
   - c. Notify the President of the Association of the grants and programs approved by him/her.

D. Definition

For the purpose of this Article, the phrase "individual program of professional development" shall in the case of any individual member of the bargaining unit mean a program designed to effectuate any one or more of the purposes set forth in Section A, which program shall have been developed at the initiation of such unit member, assented to by him/her, and approved as such by the President of the College or his/her designee; it being the common purpose of the parties to this Agreement to provide members of the bargaining unit with the specific means by which to achieve professional growth and to benefit the College.

21.05 Promotions and Equity Adjustments

A. Fiscal Year 1984

1. Effective September, 1983, there shall be created at each College a pool of money equivalent to 0.65 percent of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account as of September 24, 1983, prior to the salary increases contained in Articles 21.02 and 21.03. If a larger pool is necessary to fund the salary adjustments in paragraph 3 below, such funds shall be taken from the fiscal year 1985 pool created in 21.05 B.
2. Any monies not distributed in accordance with Article 21.03 shall be added to this pool.
3. The money in this pool shall be distributed in the following manner:
   - a. To provide salary adjustments to those unit members still employed at the College who were identified in the May 1983 Equity Study as having more than a four (4) step inequity.
   - b. To provide an additional one-half (1/2) step salary increase on the appropriate salary schedule to faculty who were promoted with an effective date of September 1, 1983, and an additional two (2) step increase to the professional staff unit members who were promoted effective July 1, 1983.
4. After the cost of said adjustments in 3 (a) and 3 (b), any unexpended funds in the fiscal year 1984 pool shall be made available for use in the fiscal year 1985 pool.

B. Fiscal Year 1985

1. Effective September 30, 1984, there shall be created at each College a pool of money equivalent to 0.35 percent of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account as of September 29, 1984, prior to the salary increases of September 30, 1984 as provided for in Articles 21.02 and 21.03.
2. Added to this pool shall be the following:
   - a. Any monies not distributed from the fiscal year 1984 pool.
   - b. Any monies not distributed in accordance with Article 21.03.
3. The money in this pool shall be distributed in the following order:
   - a. To provide an additional one-half (1/2) step salary increase on the appropriate salary schedule to faculty members who were promoted with effective dates of September 1, 1984, and an additional two (2) step increase to the professional staff members who were promoted effective July 1, 1984.
   - b. To provide additional promotions to those eligible unit members still in the employment of the College. Said promotions shall be from the prioritized lists prepared in the 1983-84 academic year. At those Colleges that do not prioritize beyond the number of promotional opportunities available, promotion recommendations shall be made in priority order up to the number of additional promotions from the pool of eligible applicants that was created in October 1983 pursuant to Article 14.04 of the 1980-83 Collective Bargaining Agreement. Unit members who are promoted shall be moved to the next higher rank or classification and shall receive a salary increase equal to 1 1/2 steps for faculty and three (3) steps for professional staff unit members; provided, however, that unit members who are promoted to step one of the next higher rank or classification may receive a salary increase greater than 1 1/2 steps for faculty or 3 steps for professional staff unit members.
   - c. The cost of said adjustments as provided for in Article 21.05(B)3 shall not exceed the amount available in the pool.

C. Fiscal Year 1986

1. Effective September 1, 1985, there shall be created at each College a pool of money equivalent to 0.5 percent of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account as of August 31, 1985.
2. Any monies not distributed in accordance with Article 21.03 shall be added to the pool.

3. The money in said pool shall be utilized in the following manner:

   a. To provide an additional one-half (1/2) step salary increase on the appropriate salary schedule to faculty members and an additional two (2) step increase to the professional staff unit members promoted in accordance with the announcement of promotional opportunities made in October, 1984.

   b. To provide promotions in addition to those previously announced in October, 1984. Unit members who are promoted shall be moved to the next higher rank or classification and shall receive a salary increase equal to 1 1/2 steps for faculty and 3 steps for professional staff unit members; provided, however, that unit members who are promoted to step one of the next higher rank or classification may receive a salary increase greater than 1 1/2 steps for faculty or 3 steps for professional staff unit members.

4. The cost of said additional promotions in Article 21.05(C)3 shall not exceed the available amount of money in the pool.

D.1. No unit member shall be eligible to receive more than one promotion during the life of this Agreement, July 1, 1983 through June 30, 1986; provided, however, that in the event that the Agreement is extended beyond June 30, 1986, any otherwise eligible unit member would be eligible for promotion after June 30, 1986.

2. It is clearly understood that no waivers of the eligibility requirements found in Article XIV shall be granted to provide for promotions under this Article.

21.06 **Promotion Wage Adjustments**

Unit members who are promoted shall be moved to the next higher rank or classification and shall receive a salary increase equal to 1 1/2 steps for faculty and 3 steps for professional staff unit members; provided, however, that unit members who are promoted to step one of the next higher rank or classification may receive a salary increase greater than 1 1/2 steps for faculty or 3 steps for professional staff unit members.

ARTICLE XXII – MANAGEMENT ASSOCIATION COMMITTEE ON EMPLOYEE RELATIONS

22.01 **College Level**

There shall be established a committee at the College level to be known as the Management Association Committee on Employee Relations. Such Committee shall be comprised of six (6) members: three (3) representing the local College administration and three (3) representing the Association. Such representatives shall be respectively appointed by the President of the College and the President of the Chapter. In addition, the President of the College shall designate the chairperson for the College and the President of the Chapter shall designate the chairperson for the Association.

The purpose of said Committee shall be to discuss matters of mutual concern to the employee and the employer.

There shall be at least one (1) meeting per month during the academic year with the chairpersonship alternating between the College and the Association; provided, however, that whenever the parties mutually agree there is no need for a meeting during a month there shall not be a meeting.

Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled committee meetings.

It is understood that said Committee shall have no power to negotiate, alter, or amend the terms of this Agreement.

ARTICLE XXIII – NO STRIKE OR LOCK OUT PLEDGE

23.01 The Board agrees that it shall not lock out any or all of its employees for any cause during the term of this Agreement and the Association and its agents agree that they shall not engage in, induce or encourage any strike, work stoppage, slow down or withholding of services by said members.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board or the Association to seek or pursue any remedy at law or equity provided by the laws of the Commonwealth in the event of a violation of this Article.

ARTICLE XXIV – SAVINGS CLAUSE

24.01 If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties.

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties.

In recognition of this fact the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement; provided, however, that nothing in this Article shall prohibit the parties from conducting negotiations during the term of this Agreement regarding the impact on terms and conditions of the Board or its successor to close any College or to merge any College with another educational institution to consolidate, discontinue, or transfer existing functions, educational activities and programs.

The provisions of this Article notwithstanding, the parties may by mutual agreement upon the request of one (1) or both parties reopen negotiations on the provisions of this Agreement prior to the expiration date provided in Article XXVI.

ARTICLE XXV - HOLDOVER

25.01 In the event that the Board and the Association shall fail to secure a successor Agreement as hereinafter provided in Article XXVI prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached.

ARTICLE XXVI - DURATION AND SUCCESSORSHIP

26.01 This agreement shall be in full force and effect from and after July 1, 1983 through June 30, 1986; provided, however, that nothing herein contained shall be deemed to impose on the Board any obligation the discharge of which may be required to be sought pursuant to General Laws, Chapter 150E, Section 7, until such time as such appropriation shall have been duly made by the General Court pursuant to said provision of the General Laws; provided further that notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to said provision and the Board shall have monies allocable to the discharge of any obligation herein contained and any such monies shall at the sole discretion of the Board have been so allocated, such obligation shall be discharged in such measure as such monies so allocated shall permit.

If, in respect to this Agreement, the Governor shall have failed to act pursuant to General Laws, Chapter 150E, Section 7, the Association shall have the right upon thirty (30) days' written notice to the Board to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws, Chapter 150E.

Except as provided by express agreement of the parties, no claim of grievance of any collective bargaining agreement between the Board and the MTA/MCCC shall have validity that may be alleged to have occurred prior to the beginning of Academic Year 1983-1984.

In accordance with applicable provisions of Section 10 of Chapter 15A of the General Laws, each local Board of Trustees for each College covered under this Agreement shall appoint, transfer, dismiss, promote, and award tenure to all personnel of said College, subject to policies promulgated or agreements entered into by the Board of Regents.

To the extent permitted by law, the Board of Regents of Higher Education may delegate its authority or any portion thereof to the local Board of Trustees for each College whenever in its judgment such delegation may be necessary or desirable.

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SIGNATURE PAGE

For the Massachusetts Board of Regents of Higher Education and the Massachusetts Regional Community Colleges

By: ______________________________________
Carleton H. LaPorte
Vice Chancellor for
Employee Relations

Date: ______________________________________

By: ______________________________________
John B. Duff
Chancellor

Date: ______________________________________

For the Massachusetts Teachers Association/Massachusetts Community College Council

By: ______________________________________
R. Michael McSweeney
Chairperson
MCCC Negotiating Team

Date: ______________________________________

By: ______________________________________
Jack Carpenter
MTA Consultant

Date: ______________________________________

MEMORANDUM OF AGREEMENT

The Board of Regents of Higher Education and the Massachusetts Teachers Association/Massachusetts Community College Council (Association) hereby enter into this Agreement, which shall be incorporated into the 1983-86 Collective Bargaining Agreement.

Because the parties have agreed to delete multiple-year contracts from the 1983-86 Collective Bargaining Agreement, this Agreement has been deemed necessary to clarify the parties' understandings regarding the status of multiple-year contracts. Therefore, it is agreed as follows:

1. a multiple-year contract shall remain in full force and effect until its expiration or until the unit member becomes eligible for tenure;
2. a unit member who is otherwise eligible may apply for tenure during the term of his/her multiple-year contract;
3. multiple-year contracts shall be transferrable from one College to another only at the option of the President of the receiving College or his/her designee and if approved by the Board.

For The Board

Carleton H. LaPorte
Vice Chancellor For
Employee Relations

12/3/84
Date

For The Association

R. Michael McSweeney
Chairman, MTA/MCCC
Negotiating Team

11/29/84
Date

AGREEMENT

BETWEEN

The Massachusetts Board of Regents
of Higher Education
For The
Massachusetts Regional Community Colleges

AND

The Massachusetts Community College Council/
Massachusetts Teachers Association
An Affiliate Of
The National Education Association

For Academic Years

1986-1987 • 1987-1988 • 1988-1989
July 1, 1986, through June 30, 1989

NEGOTIATING TEAM PAGE

For the Board

CAROLYN R. YOUNG
Chair
Associate Community College Counsel

JOHN DUNN
Vice Chair
Vice President and Dean of Academic Affairs
Springfield Technical Community College

GERARD F. BURKE
President
Massasoit Community College

PATRICIA CHISHOLM
Dean of Student Services
Bunker Hill Community College

FRANK CROWLEY
Contract Administrator/Hearing Officer

KEVIN KIERNAN
Dean of Administrative Services
Quinsigamond Community College

ROBERT MC DONALD
Dean of Academic Affairs
Northern Essex Community College

GARY McPHEE
Director of Personnel
Middlesex Community College

DONALD ZEKAN
Dean of Administrative Services
Massasoit Community College

For the Association

R. MICHAEL MC SWEENEY
Chairperson
Bunker Hill Community College

DENNIS FITZGERALD
Vice Chair
Massasoit Community College

GEORGE ASHLEY
Team Secretary
Holyoke Community College

LEO ARNFELD
Bristol Community College

JAMES RICE
MCCC President
Quinsigamond Community College

THOMAS PARSONS
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Massachusetts Bay Community College

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MTA Negotiator/Consultant

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Alternate
Northern Essex Community College

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Springfield Technical Community College

CATHERINE A. BOUDREAU
MCCC Communications Coordinator
Massasoit Community College

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PREAMBLE

This Agreement is entered into by and between the Board of Regents of Higher Education (hereinafter the Board), and the Massachusetts Teachers Association/Massachusetts Community College Council (hereinafter the Association) as the exclusive bargaining representative for all employees in the bargaining unit described in Article I. Both parties to this Agreement recognize the unique contributions of the community colleges to education in this Commonwealth. Further, the parties recognize the need to strengthen and secure community college education. This Agreement has as its purpose the promotion of harmonious relations between the Board and the Association. The parties declare their commitment to maintaining and improving the quality of educational services offered by the Community Colleges. To this end the parties recognize their statutory obligations, pursuant to the provisions of General Laws, Chapter 150E, and the rules and regulations promulgated thereunder, to negotiate in good faith with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment.

Both parties recognize and declare that providing quality higher education and services to the citizenry of the Commonwealth with the broadest accessibility is their mutual goal. The education of our students is our primary purpose.

In recognition of these obligations it is hereby agreed as follows:

ARTICLE I – RECOGNITION AND DEFINITIONS

1.01 Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to conditions of employment for all regular full-time employees occupying the positions delineated in Appendix A.

The Board agrees to apply the applicable provisions of this Agreement to those employees whose source remuneration is derived from non-state appropriated funds and who perform the functions of any of those positions delineated in Appendix A, to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder allow, as determined by the President of the College or his/her designee. It is understood that the following Articles of this Agreement shall not apply to those individuals occupying said positions, except as otherwise provided in this Agreement:

Article XI	Appointment and Reappointment
Article XIX	Retrenchment

1.02 Definitions

Academic Year – a period of time encompassing two (2) semesters, beginning no earlier than September 1 and ending no later than May 31, exclusive of Commencement.

Administration – all professional employees of the Board who are not members of the bargaining unit as described in Appendix A.

Administrator – a non-unit professional employee.

Association – the Massachusetts Community College Council/Massachusetts Teachers Association, an affiliate of the National Education Association.

Association Representative – a member of the Association who has been designated as a representative by the Association President in writing to the President of the College; also, a representative of the Massachusetts Teachers Association or the National Education Association as designated by the Association President to the President of the College.

Board – the Board of Regents of Higher Education or any College Board of Trustees as defined in General Laws, Chapter 15A, whichever the case may be as provided in Article XXVI.

Chancellor – the Chancellor of the Board or an individual acting in that capacity as duly appointed by the Board, in accordance with General Laws, Chapter 15A.

Cause – shall mean just cause.

College President – the President of a Community College or an individual acting in that capacity as duly appointed by the Board in accordance with General Laws, Chapter 15A.

Colleges – all facilities and properties of a Community College now or hereinafter established by the Board pursuant to General Laws, Chapter 15A.

Complaint – a written statement setting forth a grievance as hereinafter defined, which includes a statement of all the known facts pertaining to the alleged breach on which the grievance is based, including but not limited to the date(s) when the breach allegedly occurred, the specific contractual provisions alleged to have been breached, and the remedy requested.

Curriculum Coordinator – a unit member who functions in a similar manner as a department chairperson but is responsible for a smaller work area.

Department Chair (Work Area) – a unit member performing the duties delineated in Article 20.05.

Department Chair (Program) – a unit member performing the duties delineated in Article 20.06 and who may be assigned responsibility to assist in the implementation of a College program and/or curriculum, defined as a series of courses customarily leading to a certificate or associate degree and which accreditation, licensure or other external governing agencies require a member defined within the unit to perform supervisory functions for approval, maintenance and continuance of the program.

Dismissal – the discharge of any unit member for just cause prior to the expiration of his/her appointment.

Faculty – unit members occupying full-time positions as instructor, assistant professor, associate professor or professor.

Field-Based Type Work – off-campus educational experience where the faculty member is not responsible for delivering instruction but is responsible for ensuring that instruction is delivered.

Grievance – an allegation by a unit member(s) or by the Association that a specific provision of the Agreement has been breached in its application to him/her or it.

Grievant – a unit member(s) or the Association who seeks a resolution of a grievance pursuant to Article X.

Lay Off Status – the status of a unit member who has been retrenched pursuant to Article XIX.

Professional Judgment – every decision to renew or fail to renew a professional appointment, to terminate any such appointment, to grant or refuse to grant academic tenure, promotion, professional leave, sabbatical leave, educational needs/professional development awards, performance-based salary adjustments, and evaluation results shall be deemed to have been made pursuant to an exercise of professional judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of professional judgment. In matters of professional judgment, said decision is limited by the specific terms of this Agreement.

Professional Staff Member – a unit member whose primary duties are other than teaching.

Promotion – one step increase on the salary schedule in addition to any step increase awarded in accordance with Article 21.03.

Recall – the removal for cause of a person from his/her position as department chairperson but not the separation of said person from the service of the College.

Retrenchment – the discontinued employment of a unit member prior to the expiration of his/her term of appointment through no fault or delinquency on his/her behalf, pursuant to Article XIX.

Seniority – continuous full-time service by a unit member at his/her College, which is deemed to commence with the unit member's effective date of employment as a unit member.

Temporary Employee – one employed as a unit member to substitute for a unit member holding a regular, multiple year, or tenured appointment for a period of one (1) year or less for the purpose of replacing a unit member on leave or whose employment ended prior to the completion of the fiscal or academic year.

Tenure – an appointment which vests a right to continued employment at a College without limit of time subject to dismissal for just cause in accordance with Article XV and retrenchment in accordance with Article XIX.

Termination – the non-renewal of a contract of a non-tenured unit member.

Transfer – the appointment by the Board of a unit member to a faculty or professional staff position at the same rank or classification in the same or another College in the Community College System.

Unit Member – an employee of the Board occupying a position as defined in Article I and as delineated in Appendix A.

Work Area – those specific work areas designated by the administration as work areas.

Vacancy – a position for which funding is available and which the administration intends to fill.

1.03 New Positions Added

The Board recognizes its obligation under the provisions of General Laws, Chapter 150E, to bargain in good faith over the addition of any professional positions within the bargaining unit in excess of the total number of existing bargaining unit positions at a College.

1.04 Jurisdiction

During the term of this Agreement, the Board agrees not to negotiate with any unit member(s) or with any employee organization other than the Association.

ARTICLE I – APPENDIX A

The bargaining unit contains the following positions as described in Article 1.01:

Position	*Payroll Title Code*	*Position*	*Payroll Title Code*
Instructor	90-156	Coordinator of Student Activities	90-754
Assistant Professor	90-155	Placement Officer	90-375, 90-717
Associate Professor	90-154	Health Care Counselor	90-771
Professor	90-153	Counselor	90-712
Librarian *(in those cases where the Librarian is under the supervision of the Director of the Learning Resource Center or its equivalent)*	90-702	AV/TV Coordinator	
Assistant Librarian	90-703	Director of Instructional Media *(in those cases where the Director is under the supervision of the Director of the Learning Resource Center or its equivalent)*	90-772
Cataloguer	90-724	Director of Cooperative Education	90-766

ARTICLE II – RELATIONSHIP BETWEEN ASSOCIATION & BOARD

2.01 Fair Practices

The Board and the Association recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, sex, sexual preference, age, marital status, family relationship and handicap status.

2.02 Complaints

The administration shall within fourteen (14) calendar days send or communicate to a unit member any written complaint or material which the administration believes would adversely affect his/her employment status.

2.03 Safety

In accordance with applicable state or federal law, unit members shall not be required to work under unsafe conditions whenever such conditions have been brought to the attention of the President of the College or his/her designee by the unit member(s) and the College has failed to exercise reasonable efforts to redress the complaint.

2.04 Individual Contracts

All rights, benefits, duties and obligations of unit members as set forth in the Agreement shall during its term be expressly incorporated by reference into and made part of any contract of employment that has been or shall be entered into between the Board and a unit member and no such contract shall be contrary, in whole or in part, to the terms and conditions as set forth herein.

2.05 Association Representatives

A. The President of the Association shall furnish the Chancellor or his/her designee with a written list by September 15 of each year of officers and representatives of the Association and their terms of office. It is clearly understood that in the implementation of this section, there shall not be more than one (1) Association representative from each College; provided, however, that if a designated representative is unavailable, the President of the Association shall notify the Chancellor or his/her designee as to who shall be that representative's alternate.

B. The President of the Association shall notify the Chancellor or his/her designee and the Presidents of the affected Colleges or their designees of the names of unit members who have been certified to have been approved by the President of the Association for a workload reduction. The Board shall provide fifteen (15) course sections per semester without cost to the Association. The Association shall pay for an additional fifteen (15) course sections per semester at the usual rate received by part-time faculty at each affected College.

Unit members who receive a workload reduction shall teach at least one (1) course per semester. No College shall be required to provide more than three (3) sections of unpaid workload reduction in any semester.

For purposes of this Article, seven (7) clock hours release time per week shall be considered one (1) section of release for professional staff unit members.

C. The Association shall also notify the Presidents of Colleges by May 1 of each year of the names of each local chapter president or his/her designee who has been certified for a workload reduction. Such local chapter president shall not be assigned student advisees and shall have three (3) office hours; provided that the unit members shall provide coverage for the reduction of student advisees who shall be assigned by the President of the College or his/her designee. Such workload reduction shall be subject to the approval of the President of the College or his/her designee. Each College shall make every reasonable effort to schedule such unit members to the maximum opportunity to participate in the workload reduction provided herein.

2.06 Relevant Information

The Board shall provide to the Association in accordance with Chapter 150E, such information as is necessary for the proper discharge of its duties as the exclusive bargaining agent. Such information shall include, but not be limited to, a copy of the payroll at each College, the number of vacant and filled positions at each College, and the enrollment figures by program at each College; provided, however, that such information shall be provided to the local chapter president by October 15 of each year; provided further that this shall not require the College to compile such information in the form requested unless already compiled in that form.

The President of the College or his/her designee shall provide to the local chapter president copies of the tentative class schedule for all faculty members for the subsequent semester no later than the dates by which the faculty members must be notified of these tentative schedules as provided in Article XII. The President of the College or his/her designee shall also provide to the local chapter president no later than the end of the first week of classes each semester the class schedules of all faculty members whose class schedules differ from their tentative class schedules.

2.07 **Association Leave**

A. All meetings referred to in this section shall be scheduled so as to provide the least disruption of classes.

B. When it is necessary, pursuant to the Grievance Procedure in Article X of this Agreement, for a representative designated by the Association to attend a hearing during a work day, he/she shall upon notice to his/her immediate supervisor be released without loss of pay as necessary in order to participate in the foregoing activities. Any person whose appearance in such hearings as a witness is necessary shall, when possible, obtain coverage for his/her classes satisfactory to the President of the College.

C. When the Board of Directors' meetings of the Association are scheduled during normal working hours of a work day, unit member representatives to such meetings shall be relieved from all regular duties without loss of pay; provided, however, that such release from duties shall be limited to no more than ten (10) meetings. The President of the Association shall notify the Chancellor or his/her designee and the Presidents of the affected Colleges of the names of the Board of Directors and the dates of the ten (10) scheduled Board of Directors' meetings prior to September 1. Whenever it becomes necessary to schedule additional meetings of the Association's Board of Directors, such members may be released; provided, however, that they first obtain coverage for their classes satisfactory to the President of the College.

D. Leave of absence with pay may be granted for officers, delegates or alternates of employee organizations for the purpose of attending conventions of their organizations.

2.08 Whenever possible grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one (1) Association representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings.

ARTICLE II-A – SPECIAL JOINT STUDY COMMITTEE

There shall be established under this Agreement a Special Joint Study Committee according to the following provisions:

2A.01 There shall be appointed eight (8) members: the Board of Regents of Higher Education shall appoint three (3) Community College Presidents and the Director of Employee Relations, or in his absence, the Associate Director of Employee Relations; the President of the Massachusetts Community College Council shall appoint three (3) officers of the Council and a representative or officer of the Massachusetts Teachers Association.

2A.02 The Committee shall meet no less than six (6) times per year, unless mutually agreed otherwise.

2A.03 The Committee may ask a neutral to join them on occasion as a useful catalyst in creating a problem-solving atmosphere; either management's representatives or the Association's representatives may invite resource persons to attend committee meetings.

2A.04 The Committee shall make rules of order within which to operate.

2A.05 All fees and expenses of the Committee (including those necessary to retain a neutral) shall be divided equally between the parties to this Agreement.

The Committee during the life of this Agreement shall:

1. Resolve matters of mutual concern between the parties to this Agreement.
2. Address issues which require in-depth study and discussion.
3. Resolve contract issues referred to it in the recent fact-finder's report and recommendations.
4. Explore and identify root causes of current problems between the parties with a view of resolving all such problems.
5. Make recommendations to the parties to this Collective Bargaining Agreement during the life of the new contract as recommended by the Fact-Finder.

All reports, findings, and recommendations of the Special Joint Study Committee shall be expeditiously given to the Chancellor of the Board of Regents of Higher Education and the President of the Massachusetts Community College Council.

ARTICLE III – USE OF BOARD FACILITIES

3.01 **Facility Use**

Upon request in writing made to the President of a College or to his/her designee, the Association or any College-based chapter thereof shall have the right to meet at such College, if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting.

3.02 **Bulletin Boards**

The President of each College or his/her designee shall assign at least two (2) bulletin boards for the exclusive use and responsibility of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement.

3.03 **Intra-College Mail**

The Association shall be permitted to use the intra-college mail system for the distribution of Association communications. All notices so placed shall bear the signature of the President of the Association or his/her designee (s).

3.04 **Unit Facilities and Services**

The Board shall make reasonable efforts to maintain at each College:

1. Office space currently being used or office space that may become available for the Association for on-campus contract administration;
2. Existing furnished employee lounges, restroom and eating facilities;
3. Existing assigned space and necessary equipment to carry out their assigned duties;
4. Existing parking facilities;
5. Existing telephones where currently operating;
6. Existing custodial, secretarial and technical assistance.

The President of the College or his/her designee shall consult with the Chapter President of the Association or his/her designee prior to altering the level of existing facilities or services listed herein and currently in use by unit members.

3.05 **Access to College Facilities**

The Board agrees to make available to unit members access to their work areas and offices on the same basis and to the same extent as such facilities are made available to other College employees, subject, however, to applicable Board policy, rules and regulations governing access to College facilities.

ARTICLE IV – THE RIGHTS & RESPONSIBILITIES OF THE BOARD

4.01 All management's rights and functions, except those which are clearly and explicitly abridged by the specific terms of this Agreement, shall remain vested within the Board. These exclusive rights include, but are not limited to the following:

1. To the executive management and administrative control of its Colleges and their properties and facilities;
2. To hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction; the duties, responsibilities, and assignment of teachers and other employees with respect to administrative and non-teaching activities; and the terms and conditions of employment;
5. To establish the standards of productivity of its employees; and
6. To establish policies, rules and regulations and practices in carrying out its responsibilities.

4.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the Constitution and laws of the United States. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the laws of the Commonwealth.

4.03 It is understood that the matters contained in this Article are not subject to the grievance and arbitration procedures in this Agreement, except as to the limitation stated in this Agreement or unless it can be shown that in the exercise of these rights the Board acted unreasonably and to the detriment of employee rights.

ARTICLE IV-A – COLLEGE GOVERNANCE

4 A.01 The Board recognizes the importance of the advisory role of unit members in matters of College governance, including the improvement and development of academic programs and resources. The Board and the Association recognize that advisory organizations currently exist within the Community College System and that the structures and procedures established by such bodies vary among the Colleges in response to differing conditions, interests and needs of each College. Such advisory organizations or similar organizations shall be maintained or created at each College, after consultation with the Association, to insure advisory comment from unit members and other constituencies of the College. A governance structure shall provide for an open forum for discussion and information sharing for the purpose of providing the President of the College with advisory input prior to the promulgation of College policy.

4 A.02 The Board recognizes the importance of the role of unit members in the selection process of unit members; provided, however, that unit members shall also participate in the selection process of administrators where they are currently allowed to do so pursuant to an established and continuous college-wide past practice or written College rule; provided further that the President of the College shall select unit members to serve on selection committees for these purposes after first consulting with the members of the appropriate division/department/work area.

ARTICLE V – MAINTENANCE OF RECORDS

5.01 Each Community College shall maintain an official personnel file for each unit member, which shall be the personnel file consulted when making all personnel decisions and recommendations. Any and all material contained in this personnel file concerning the unit member shall be open to the unit member with a right to copy at his/her expense, upon written request and by appointment during regular business hours.

The unit member shall be responsible for supplying the administration with all of the necessary documents requested by the administration in order to complete the unit member's files. The cost of supplying any materials after the unit member has complied with the aforementioned request shall be paid by the Board.

If any additional material is included within a unit member's files after the effective date of this Agreement, the unit member shall be sent a copy of such material within seven (7) calendar days thereafter.

The unit member shall have the right to file a statement in response to any written documents placed in his/her files.

5.02 Each College shall maintain a grievance file separate from the official personnel file.

5.03 The Colleges shall maintain the confidentiality of these files in accordance with state and federal law.

5.04 Whenever any individual or individuals inspect the official personnel file of a unit member, the date and name of the individual or individuals conducting such investigation shall be noted in the file.

ARTICLE VI – DEDUCTION OF DUES AND AGENCY FEES

6.01 Dues Deductions

A. Payroll deductions for membership dues of the Association shall be authorized pursuant to applicable laws of the Commonwealth.

B. The Association shall, at least thirty (30) days prior to the beginning of the academic year or within thirty (30) days of the effective date of this Agreement, give written notice to the Board of the amount of dues which are to be deducted on behalf of the Association and the names of the treasurers of the local affiliates of the Association.

6.02 Agency Service Fee

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or by payroll deduction shall have paid to the said Association an agency service fee that shall be one hundred per centum (100%) of the then current rate of dues payable by a member of the said Association; provided, however, that no such payment or deduction shall include any amount that represents a cost not related by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such rules and regulations have been promulgated, and as they may be amended from time to time by the Labor Relations Commission. Such fee so required to be paid shall be payable on or after the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or after the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction if so authorized pursuant to an Agency Service Fee Deduction Authorization; provided, however, that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board with effect no later than the end of the semester during which the Board shall have acted to dismiss him/her in accordance with the provisions of this Article; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such unit member after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designees shall grant such unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Whenever such unit member shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Board shall act to dismiss him/her at its meeting next following the expiration of the said fourteen (14) days; provided, however, that the Board need not so act if such unit member fulfills the said condition prior to the date of such meeting.

The Association shall reimburse the Board for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association shall intervene in and defend any administrative or court litigation with respect to any unit member's refusal or failure to pay the agency service fee, including, but not limited to, actions or claims arising from an employee's termination or dismissal. In such litigation, the Board shall have no obligation to defend the Association and the Association shall indemnify and hold the Board harmless from any loss occasioned by such litigation.

Any unit member who pays an agency service fee may on request obtain a rebate of part of his/her agency service fee in accordance with General Laws, Chapter 150E, Section 12, and Association procedures.

ARTICLE VII – ACADEMIC FREEDOM & RESPONSIBILITY

7.01 Academic Freedom

The Board and the Association endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education. The parties agree to promote public understanding and support of academic freedom and agreement upon procedures to assure academic freedom in Colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of his/her research, to full freedom in the classroom in discussing his/her subject, and most specifically in the selection of his/her classroom materials, including the selection of texts. The teacher is entitled to discuss controversial issues. As both a teacher and scholar, he/she recognizes his/her professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

A faculty member has the right to determine the amount and character of the work and other activities he/she pursues outside the College; provided such work and other activities do not interfere with the discharge of his/her responsibilities under the terms of this Agreement. Unit members are entitled to freedom of expression of political belief or affiliation.

7.02 Academic Responsibilities

Academic freedom carries with it correlative responsibilities.

The faculty member has the responsibility to his/her colleagues and the College community to preserve intellectual honesty in his/her teaching and his/her research. He/she respects the free inquiry of his/her associates and avoids interference in their work.

The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the several Colleges will be made by their most valuable resource, the faculty. The College or university teacher is a citizen and a member of a learned profession affiliated with an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, he/she should remember that the public may judge his/her profession and his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate when he/she is not an institutional spokesperson.

Institutions of higher education are committed to the search for truth and knowledge and to contributing to the solution of problems and controversies by the method of rational discussion.

ARTICLE VIII – AFFIRMATIVE ACTION

8.01. The Board and the Association recognize and affirm their commitment to the policy of non-discrimination, equal opportunity and affirmative action in all aspects of employment, including, but not limited to, recruitment, selection, placement, tenure, wages, training, retrenchment, promotion and termination. The Board and the Association recognize that the realization of equal opportunity shall be based on their mutually cooperative good faith efforts to achieve full and prompt utilization of women and minorities through the Board's Affirmative Action Policy.

8.02 The Board agrees that it will not alter or change any provision of this collective bargaining agreement by the implementation of any Affirmative Action Policy.

8.03 The Board and the Association agree to cooperate in the administration of the Board's 1986-89 Affirmative Action Policy and in the implementation of any Affirmative Action Policy as may be adopted by the Board based on or mandated by federal or state law; the Board further agrees that any Affirmative Action Policy which may be developed by it shall be subject to the provisions of Chapter 150 E. The Board agrees further to bargain with the Association concerning any impact an Affirmative Action Policy required by federal or state law may have on matters covered by Chapter 150 E as it relates to the Association as the exclusive collective bargaining representative for all categories of employees described in Appendix A of this Agreement.

ARTICLE IX – SUPPLEMENTAL BENEFITS

9.01 **Authorized Leaves with Pay**

A. Sick Leave

1. Entitlement

All faculty members shall be entitled to ten (10) days of sick leave for each academic year of service. All professional staff members shall be entitled to fifteen (15) days of sick leave for each year of service. Sick leave credit shall begin with the first (1st) full month of employment and accumulate monthly as follows:

a. Faculty members shall accumulate at the rate of one and one-ninth (1 1/9) days of sick leave for each full month of employment.

b. Professional staff members shall accumulate at the rate of one and one-quarter (1¼) days of sick leave for each full month of employment.

Credits for periods of less than one (1) full month's employment shall not be allowed. Sick leave not used in any year may be accumulated. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due, except as provided under Section 9.01 A4 – Sick Leave Bank.

2. Reinstatement

Unit members who are reinstated shall be credited with sick leave credits as have accrued at the termination of their previous service. No credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years or more from the date of termination of their previous service unless approval of the Board is secured for any of the following reasons:

a. Illness of such person and not because of illness of his/her immediate family;

b. Dismissal through no fault or delinquency attributable to such person; or

c. Injury while in the service of the Commonwealth in the line of his/her duties for which such person would be entitled to receive Workmen's Compensation benefits.

3. Use of Sick Leave

Sick leave shall be granted at the sole discretion of the President of the College under the following conditions:

a. When a unit member cannot perform his/her duties because he/she is incapacitated by personal illness or injury;

b. When, through exposure to contagious disease, the presence of the person at his/her post of duty would jeopardize the health of others;

c. In case of serious illness of husband, wife, child, parent of either spouse or of any other person subject to these rules, or of any person living in the immediate household of a person subject to these rules, he/she may be granted sick leave with pay not to exceed seven (7) working days within the fiscal year.

d. A unit member shall be entitled to sick leave with pay, not to exceed ten (10) consecutive working days, in the event his wife gives birth.

Notification of absences shall be given as early as possible on the first (1st) day of absence. If such notification is not made, such absence may, at the discretion of the College President or his/her designee, be applied to absence without pay. For any period of absence on account of sickness, the College President or his/her designee may require a physician's certificate proving the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefor, such absence may be applied at the discretion of the College President or his/her designee to absence without pay.

4. Sick Leave Bank

a. Upon the date of execution of this Agreement, there shall be established, or continued in the case of those Colleges having previously so established, a Sick Leave Bank.

b. During the term of this Agreement, a unit member who is not a member of the Sick Leave Bank may become so during the month of October by giving written notice to the President of the College or his/her designee that he/she is assigning to the Board one (1) day of his/her personal sick leave accumulation.

c. The President of the College or his/her designee shall maintain a register of the membership and the number of sick leave days accumulated in the Bank.

d. Five (5) working days after the exhaustion of his/her personal sick leave accumulation, every member of the Sick Leave Bank shall be entitled to draw upon the Sick Leave Bank, effective thereafter upon notice to the President of the College. The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Board policy; provided, however, that such sick leave shall be available only for the illness of the employee and not for the illness of the family.

e. Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen to fifty (50) days, the President of the College or his/her designee shall notify all members. Thereafter, one (1) personal sick day from each member's accumulated sick leave shall be assigned to the Bank unless a member notifies the President of the College or his/her designee in writing within five (5) days after receipt of said notice that he/she does not wish to remain a member; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted his/her personal sick leave accumulation on the date of the giving of such notice, shall assign such additional days within fifteen (15) days after the date on which such member is entitled to personal sick leave and shall retain all his/her rights in the Bank until such period of assigning an additional day shall have expired.

No unit member may draw upon the Sick Leave Bank in excess of the number of days to which he/she is entitled as determined by the administration.

A unit member who receives disability compensation provided by statute and who is entitled to any personal sick leave allowance may take so much of his/her personal sick leave allowance payment which, when added to the amount of disability compensation provided by statute, shall result in the payment to him/her of his/her full salary. The Sick Leave Bank shall not be used for this purpose.

5. Certification and Notification of Sick Leave Status

The President of the College or his/her designee shall notify every unit member on or before September 15th of each year of the number of sick days accumulated to his/her credit as of September 1.

Unit members shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement; provided, however, that such payment shall not enlarge or diminish those pension benefits for which a unit member would otherwise be entitled. Upon the death of a unit member an amount equal to twenty (20) percent of the value of his/her unused accrued sick leave shall be paid to his/her estate.

Whenever because of prolonged illness, the accumulated sick leave of a unit member is expended, the unit member may request from the Board an extension of sick leave benefits for the purposes provided in this Article.

B. Bereavement Leave

Upon notification to the President of the College or his/her designee of the death of the husband, wife, child, parent of either spouse, brother or sister of a person subject to this Agreement, or of a person living in the immediate household of a person subject to this Agreement, leave of absence with pay may be granted for a period not exceeding four (4) consecutive work days.

C. Military Leave

1. Every unit member shall be entitled, during the term of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41 or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty, not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration and shall in addition be entitled to all leaves of absence provided under this Agreement.
2. Any unit member who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended.
3. Any unit member, who on or after January 1, 1980 shall have tendered his/her resignation or otherwise terminated his/her employment for the purpose of service in the military or naval forces of the United States, and who does or did serve or was or shall be rejected for such service, shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such unit member shall be deemed to have resigned or to have terminated his/her employment until the expiration of two (2) years from the termination of said military or naval service by him/her.

D. Court Leave

1. Unit members who are called for jury duty or are summoned to appear as witnesses on behalf of any town, city,

county, state or federal government shall be granted court leave. Notice of service shall be filed with the President of the College or his/her designee upon receipt of summons.

2. If jury or witness fees received by a unit member amount to more than his/her rate of compensation, he/she may retain the excess of such fees and shall submit the regular rate of compensation together with a court certificate of service to the Board or its designee, and shall be deemed to be on leave of absence with pay. If the jury or witness fees amount to less than the unit member's regular rate of compensation, he/she shall be deemed to be on leave of absence with pay and he/she shall remit said fees to the Board or its designee with a court certificate of service.
3. Expenses submitted by the court for travel, meals and room hire shall be retained by the unit member and shall not be considered part of the jury or witness fees.
4. Whenever a unit member is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during his/her vacation, there shall be no necessity to account to the Board or the College for any fees received during such period.
5. When a unit member has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.
6. Court leave shall not affect employment rights of unit members.
7. Court leave shall not be granted when a unit member is the defendant or is engaged in personal litigation.

E. Other Leaves

Such other leaves as are herein authorized shall also be available to unit members, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President of the College or his/her designee. Leave of absence with pay may be granted for the following reasons:

1. To permit unit members who are veterans to pay tribute at the funeral in Massachusetts of dead veterans. The President of the College or his/her designee shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such service.
2. Unit members shall be entitled to leave of absence with pay to allow for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board or its designee shall, if legally appropriate and as soon as practicable, initiate a Workmen's Compensation claim and further payments because of such prophylactic inoculation shall cease.
3. Unit members shall be entitled to leave of absence with pay to allow for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.
4. Red Cross blood donations.
5. Oral, written and physical examination for state service conducted by the Division of Civil Service or the Division of Registration; and physical examination for state retirement.
6. To attend hearings in Industrial Accident cases as the injured person or as a witness therein. Any witness fees received by such injured person or witness shall be paid to the Board.
7. To allow attendance by unit members who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, AMVETS or World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United Spanish War Veterans, Veterans of Foreign Wars, Reserve Officers Association of the United States, Veterans of World War I of the U.S.A., Inc.
8. Leave of absence with pay not to exceed two (2) hours shall be granted to any unit member, if he/she makes application therefore to permit him/her to vote in the voting precinct, ward or town in which he/she is entitled to vote; provided that the hour of opening and the hour of closing of the polls at such place would otherwise preclude his/her traveling to or from the polls.

F. Vacation Leave for Professional Staff Members

1. **Entitlement**
   - a. All professional staff members who work a twelve (12) month year shall be entitled to an annual vacation leave of twenty-two (22) days.
   - b. The vacation year shall be for the period of July 1 to June 30 inclusive.
   - c. Professional staff members having an aggregate of more than one (1) day of leave without pay and/or absence without pay in any calendar month shall not receive a vacation credit for that month.
   - d. All professional staff members shall be credited as of the first day of each month with vacation leave with pay accrued prior to that date not to exceed F.2 below.
2. **Accrual of Vacation Days**

   Professional staff members shall accrue vacation days subject to the following provisions:
   - a. For less than one (1) year of service beginning July 1 and ending on June 30, vacation leave of two (2) days for each full month of service not to exceed twenty-two (22) days.

b. For one (1) full year's service through six (6) full years of service beginning on the first (1st) working day of July and ending on June 30, vacation leave of 1.83 days for each full calendar month.

c. For seven (7) full year's service through sixteen (16) full years of service beginning on the first (1st) working day of July and ending on June 30, vacation leave of 1.92 days for each full calendar month shall be granted.

d. For seventeen (17) full year's service through twenty-four (24) full years of service beginning on the first (1st) working day of July and ending on June 30, vacation leave of 2.08 days for each full calendar month shall be granted.

e. For a professional staff unit member who has completed twenty-five (25) years or more of service on June 30 of any vacation year shall be granted 2.50 days for each full calendar month for a total of thirty (30) days of vacation leave.

3. Scheduling of Vacation Days

Vacation leave shall normally be scheduled and taken during the vacation year in which it becomes available; provided, however, that a professional staff member may, at his/her discretion, carry over up to sixty-four (64) vacation days from year to year; provided further that in no event shall vacation credits in excess of sixty-four (64) days be carried over for more than one (1) year unless otherwise approved by the Board. Unused vacation days in excess of sixty-four (64) days shall be converted to sick leave at the end of each fiscal year.

Persons who are eligible for vacation under these rules, whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance as earned but not granted in the vacation year prior to such dismissal, retirement, or entrance into the armed forces, and in addition that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred, up to the time of separation; provided that no monetary or other allowance had already been made therefor.

Vacation days may be used in fractions of one-half (½) day.

4. Vacation Status Report

The President of the College or his/her designee shall notify each professional staff member on or before July 15 of the number of vacation days accumulated to his/her credit as of July 1 preceding.

G. Holiday Pay

All unit members during the term of this Agreement shall be entitled to the following holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Evacuation Day
Patriots' Day
Memorial Day
Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas

H. Personal Days

1. Entitlement

Each faculty member shall be entitled to two (2) personal days per academic year. A faculty member with an initial employment date after December 31 shall be allotted one (1) personal day for the remainder of the academic year.

Each professional staff member shall be entitled to three (3) personal days per fiscal year. Those professional staff members with initial employment dates between July 1 and September 30 shall be allotted three (3) days; those with initial employment dates between October 1 and December 31 shall be allotted two (2) days, and those with initial employment dates after January 1 shall be alloted one (1) personal day for the remainder of the fiscal year.

2. Usage

A unit member who wishes to use a personal day shall, whenever practicable, submit a request no later than three (3) days in advance. Such request shall not be unreasonably denied. Each faculty member using a personal leave day shall obtain coverage for his/her classes or, where appropriate, assign a self-directed learning experience.

Personal leave days may not be accumulated beyond the termination of the academic year for which they are allotted.

I. Sabbatical Leave

1. Purpose

The purpose of a sabbatical leave shall be for professional growth, research or study which may involve travel and which benefits the unit member and the College.

2. Criteria for Sabbatical Leave

The following criteria shall be considered in determining who should be granted sabbatical leave.

a. That the objectives of the sabbatical leave, if attained, would substantially contribute to the professional growth of the unit member.

b. That the objectives of the sabbatical leave, if attained, would assist the unit member in substantially contributing to institutional needs and attainment of institutional purposes.

c. That the unit member has the ability to achieve the goals of the project or plan based on his/her past experience and formal educational background.

d. That the attainment of the objectives of sabbatical leave as proposed are realistic in terms of time, costs and other related variables.

e. There exists independent financial support from other funding sources concerned with the proposed plan or project where College funding sources are otherwise unavailable.

3. **Eligibility**

a. Unit members must have completed six (6) years of continuous full-time service to the College to be eligible for consideration for sabbatical leave. Time granted for other types of professional leaves shall not apply to the six (6) year period required for sabbatical leave eligibility. In addition, a unit member must have received a summary evaluation of other than unsatisfactory on his/her most recent evaluation to be considered eligible.

b. A unit member who may have previously received a sabbatical leave shall be eligible for consideration of a subsequent leave after six (6) years of continuous service upon returning from the original sabbatical leave.

4. **Limitation**

Sabbatical leave is not an inherent right of the unit member and there is no obligation on the part of the Board to approve any and all sabbatical leave requests made by unit members. No more than six (6) percent of the full-time unit members at a given College shall be granted sabbatical leave in any academic year unless otherwise approved by the Board.

5. **Length of Sabbatical**

A unit member granted sabbatical leave may be granted one-half (½) year of leave at full or half salary, one (1) full year at half salary, or one-half (½) year or full year at half workload at full or half salary. A year is defined by the duration of the unit member's contract in the year prior to sabbatical.

6. **Limitations on Sabbatical Stipend/Outside Employment**

The Board encourages unit members to seek additional funds which would enhance directly the purpose of the sabbatical leave.

a. Non-salary funds (travel, materials, and such other types of expenses) obtained from outside sources directly related to the purpose of the sabbatical leave shall not reduce the sabbatical leave stipend.

b. Salary funds obtained from outside sources which directly relate to the attainment of the specific objectives of the sabbatical leave shall not reduce the sabbatical leave stipend unless the total amount of outside salary funds and sabbatical stipend exceed the current annual salary of the unit member or its prorated equivalent in the case of a half-year sabbatical leave. In no instance shall any activity required to earn or receive this outside salary interfere directly or indirectly with the purpose of time available for which the sabbatical leave was granted.

c. Salary funds derived from outside source(s) which in addition to the sabbatical stipend exceed the current salary or its proration and which interfere with the purpose of the sabbatical leave shall result in the sabbatical stipend being reduced an equal amount so as to result in an amount equal to the current salary or its prorated equivalent.

d. Failure to report additional outside salary shall result in the immediate reduction in a like amount of the sabbatical stipend if the leave is still in process. Should funds remaining in the sabbatical stipend be inadequate to liquidate the additional unreported remuneration or should the sabbatical leave have been completed, the unit member shall return a like amount to the College within six (6) months of the discovery of the unreported forms of remuneration above.

7. **Post-Sabbatical Service**

Prior to the granting of such leave, said unit member shall enter into a written agreement with the Board that upon the termination of such leave he/she shall return to the service of the Board and serve as a unit member within the System for a period of one (1) year, and that in default of completing such service, he/she shall refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary as the amount of service not actually rendered as agreed bears to the whole amount of services agreed to be rendered.

8. **Process**

a. The applicants for sabbatical leave shall submit their proposed plan on a standard form concurrently to their immediate supervisor and the standing Sabbatical Leave Committee which shall be appointed annually by the President of the College. Applications must be submitted no later than seven (7) months prior to the starting date of the leave.

b. The President of the College shall annually invite recommendations for appointment to the Sabbatical Leave Committee. In determining the membership of the Sabbatical Leave Committee, the President of the College shall appoint, insofar as possible, unit members who have successfully completed sabbatical leaves and who represent the unit membership. Unit membership on said Committee shall be proportionally representative of the faculty and professional staff members eligible to apply for sabbatical leave. The Committee size should be of an uneven number not to exceed seven (7) nor be less than five (5). A unit member shall not serve on the Committee during a year in which he/she applies for sabbatical.

c. The Committee shall rank each eligible candidate who has applied for sabbatical leave in terms of the criteria stated for sabbatical leave. The recommendations of the Sabbatical Leave Committee in rank order shall be concurrently submitted to the Dean(s) and the applicants no later than six (6) months prior to the starting date of the leave. The immediate supervisor shall forward his/her recommendation to the appropriate Dean with a plan for coverage of the sabbaticant's classes, services, or other professional responsibilities by other unit members and, where appropriate, an estimate of the cost of replacement relative to existing budgeted salaries. Said recommendations shall be forwarded no later than six (6) months prior to the starting date of the leave.

d. The Dean(s), acting as a committee, shall consider the recommendations of the Sabbatical Leave Committee and the immediate supervisor and recommend to the President of the College candidates for sabbatical leave with a plan for coverage of the sabbaticant's classes, services, or other professional responsibilities by unit members and, where appropriate, a final estimate of the replacement costs. Copies shall be transmitted to the applicant, the applicant's immediate supervisor and the Chairperson of the Sabbatical Leave Committee.

e. The President of the College shall evaluate the recommendations of the Sabbatical Leave Committee and the Dean and recommend sabbatical leave for those unit members who he/she deems rank highest on the criteria; provided, however, that if the President's recommendation differs from that of the Sabbatical Leave Committee, the President of the College shall in addition attach his/her recommendation and a written statement of reasons therefore which shall be based on applicable criteria established for the granting of sabbatical leaves. Said recommendations shall be forwarded to the Board no later than five (5) months prior to the start of the leave.

f. The Board shall notify an applicant, where practicable, no later than three (3) months prior to the start of the leave whether his/her application has been approved.

9. **Funding**

A unit member shall, if possible, provide coverage for his/her classes, services or other professional responsibilities for the period during which he/she is on sabbatical leave; provided, however, that if in the determination of the President of the College or his/her designee it is necessary to hire replacement(s) for the sabbaticant's classes, services or other professional responsibilities, such replacement shall to the extent practicable be provided for within the College's existing salary funds by reducing services, classes and/or by hiring part-time replacements.

10. **Report of Activity and Accomplishment**

A unit member who is granted sabbatical leave shall submit a report of the results of the sabbatical leave within ninety (90) days of the expiration of said leave on such form as may be promulgated by the Board. The report shall include:

a. An account of activities during the leave, including travel, itineraries, institutions visited and persons consulted.

b. A statement of progress made on the sabbatical leave as proposed in the application and an explanation of any significant changes made in the program.

c. An appraisal of the relationship between the results obtained and those anticipated in the sabbatical leave program statement.

d. A final account of all sources and kinds of salary support, other than the sabbatical stipend, with a description of the sabbaticant's activity, if any, necessary to receive each such type of fund.

11. **Impact of Sabbatical on Conditions of Employment**

a. Unit members shall fully participate in the following fringe benefits during the sabbatical year and continue to contribute to those requiring employee contributions:

1. sick leave accumulation
2. leave for death or illness in immediate family
3. term insurance
4. medical insurance
5. retirement based on actual salary paid for year
6. membership in the Health and Welfare Fund.

b. Unit members shall participate in vacation day accumulation on a prorated basis, determined by their non-sabbatical period of employment during the contractual year.

c. Unit members may use their sabbatical year as a year of service toward eligibility requirements and may be considered for evaluation purposes in promotion and tenure decisions; provided, however, that a unit member shall not be promoted during the year he/she is on a sabbatical leave.

d. This section shall not be applicable to non-state appropriated funded unit members; provided, however, that service rendered by such unit members shall be counted on a one (1) year for one (1) year basis in determining eligibility for sabbatical leave after such unit member becomes an "01" employee.

9.02 Unpaid Leaves of Absence

Any unit member granted an unpaid leave of absence shall retain those benefits accrued prior to the period of his/her leave, including seniority; but shall not continue to accrue any benefits while on leave. Upon returning from leave such unit member shall be placed upon the salary schedule at the step and rank he/she held prior to the leave, as adjusted by the provisions of any collective bargaining agreements between the Board and the Association. There shall be no promotion nor shall there be any entitlement to any performance based awards that might have become available during the leave of absence. This clause shall apply to all unpaid leaves of absence subject to the exception cited in Section (d.) below, unless as otherwise provided herein. Unpaid leaves shall not be unreasonably denied.

A. Professional Leave

1. Purpose

Upon the application of a unit member and a recommendation of the President of the College, the Board or its designee may grant to such unit member leave without pay for up to three (3) years for professional reasons as provided herein. The purpose for which a unit member may submit his/her application for such unpaid leave shall include, but shall not be limited to:

a. advanced study;

b. participation in a program of exchange teaching in accordance with the conditions set forth under the provisions of 9.02 D;

c. participation in a program related to his/her professional responsibilities;

d. service as an officer or staff member of any recognized professional organization;

e. service in a public office to which he/she has been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

2. Eligibility

Unit members shall be eligible for such leave after six (6) years of full-time service. In addition, the unit member must have received a summary evaluation of other than unsatisfactory on his/her most recent evaluation to be considered eligible.

3. Conditions

The granting of a professional leave shall be subject to the following conditions:

a. the applicant's professional duties permit his/her absence for the period of time requested; and/or

b. the leave is of value to the individual and to the College as determined by the President of the College or his/her designee.

4. Procedure

Applicants shall prepare a proposal which describes the prospective activity and indicates the contribution it will make to the individual concerned and the College. The proposal shall be submitted to the appropriate Dean six (6) months in advance of the requested leave; provided, however, that the President of the College or his/her designee may waive the six (6) month application period. Prior to making his/her recommendation to the President of the College, the Dean upon request shall first inform the applicant of his/her intended recommendation. The Dean shall forward his/her recommendations to the President of the College, with a copy to the unit member within thirty (30) days of receipt.

The President of the College shall notify the unit member and the appropriate Dean of his/her decision and shall forward his/her recommendation to the Board within sixty (60) days of receipt.

5. Continuation

Any unit member requesting a continuation of said leave for any succeeding period beyond that initially granted shall do so at least one (1) semester prior to the expiration of said leave.

B. Maternity Leave

1. Entitlement

A female unit member who is employed by the Board and who has given notice, when possible, at least three (3) months prior to her anticipated date of departure is entitled to be absent from such employment for a period certified by her physician due to disabilities caused or contributed to by pregnancy and recovery therefrom. Sick leave may be utilized for any period of disability; provided that the President of the College or his/her designee may require that her physician certify that any period in excess of five (5) days to which sick leave is applied is medically necessary as a result of or to recover from said disability.

2. **Conditions**

Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom shall be treated like any other temporary disability. After all employee-designated sick and vacation leave have been exhausted, a maternity leave of up to twelve (12) months without salary shall be granted, except that adjustments in the duration of the leave may be made by the President of the College or his/her designee to insure that such leave is least disruptive of the instructional progress of students.

3. **Reinstatement**

The unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or substantially similar position with the same salary and fringe benefits which she had attained at the time maternity leave was granted, plus any adjustments made as a result of collective bargaining; provided that the unit member returns to full-time service within twelve (12) months from the beginning of the leave or within twelve (12) months from the beginning of any additional leave granted by the President of the College or his/her designee. The President of the College or his/her designee may allow a unit member up to twelve (12) months additional leave; provided, however, that such decision shall not be grievable. For up to twelve (12) months from the beginning of maternity leave, part-time return to service may be arranged by approval of the President of the College or his/her designee when such can be reasonably accommodated; provided, however, that in the case of an employee holding a terminal appointment, a leave shall not extend beyond and provisions for re-employment shall not apply beyond the termination date of the appointment unless the employer agrees in writing to such extension; provided further that such decision to allow part-time return shall not be grievable.

C. Family Leave

1. **Entitlement**

Upon written application to the President of the College, including a statement of reasons, any full-time unit member who has been employed at least one (1) year and who has given notice at least one (1) semester prior to his/her anticipated date of departure, unless otherwise approved by the President of the College or his/her designee, shall be granted parental or adoptive leave without pay from such employment for a period not exceeding one (1) academic year. The President of the College or his/her designee may grant a unit member a half-time leave with full benefits; provided, however, that such decision shall not be grievable.

2. **Purposes**

The purpose for which a unit member may submit his/her application for such unpaid leave shall be the need to care for or to make arrangement for the care of an unemancipated minor child of the unit member, spouse of the unit member or parent of the unit member.

3. **Reinstatement**

A unit member shall be restored, subject to retrenchment and any other provisions resulting in faculty or professional staff member reductions, to the same or a substantially similar position with the same salary and fringe benefits which he/she attained at the time family leave was granted, plus any adjustments made as a result of collective bargaining; provided that the unit member returns within one (1) academic year from the beginning of the leave or within one (1) year of the beginning of any additional leave granted by the President of the College or his/her designee. The President of the College or his/her designee may allow a unit member up to one (1) academic year additional leave; provided, however, that such decision shall not be grievable.

D. Exchange Teaching

1. Notwithstanding any other provisions of this Article to the contrary, a leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participation in exchange teaching programs in other states, territories, countries, or an educational or cultural program related to his/her professional responsibilities. On return from such leave, a faculty member shall be placed at the salary held by him/her at the time the leave commenced, except as provided in (2) below.
2. In the event there is in the judgment of the President of the College or his/her designee a valid performance evaluation conducted by the host College, the substance of that evaluation shall be considered as evidence of performance qualifying the faculty member for possible award of a performance based award.
3. Each faculty member shall submit a certified statement from the appropriate academic administrator of the host college before the first (1st) semester of his/her return describing in detail the exchange teaching responsibility and/or educational/cultural experience.

E. Professional Staff Leave

Professional staff members may, upon mutual agreement between the professional staff member and the President of the College or his/her designee, be granted professional leave without pay for a continuous period of not less than two (2) weeks nor more than eight (8) weeks during the months of June, July and August; provided, however, that unit members granted such leave shall not be denied eligibility for promotion, sabbatical or professional leave, tenure or performance based awards.

9.03 Insurance and Other Benefits

A. Health and Accident Insurance

Unit members shall continue to be covered under the State's Group Health and Accident Insurance plan currently in effect pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.

B. Pension

Unit members shall continue to be covered under the State's Retirement Plan pursuant to the provisions of General Laws, Chapter 32, or such plan as may be made available under applicable laws of the Commonwealth.

C. Workmen's Compensation

Unit members shall continue to be covered under the provisions of the State Workmen's Compensation Act, pursuant to General Laws, Chapter 152.

D. Tax-Sheltered Annuities

The Board shall continue to provide for the purchase of tax-sheltered annuities by unit members pursuant to the provisions of General Laws, Chapter 15, Section 18A, or Chapter 15A.

E. Tuition Waiver

The spouse and/or child or children, including any adopted or stepchild or children of any unit member, who after the date of execution of this Agreement, shall have been admitted as a student in the regular day program at any College in the Community College System shall be entitled to matriculate as a student in such program without payment of any tuition save as is provided in Massachusetts General Laws; provided, however, said tuition free enrollment within the Community College System shall be limited to the day division only.

In addition, effective for the semester following the date of execution of this Agreement, each unit member and the spouse and dependent child or children shall be eligible for system-wide tuition remission as follows:

1. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;
2. For enrollment in any non-state supported course or program offered through continuing education, including any community service course or program at any Community College, State College or University, fifty percent (50%) tuition remission shall apply;
3. Tuition remission shall apply to non-credit as well as credit-bearing courses;

in accordance with all the provisions and conditions of the System-wide Tuition Remission Policy for Higher Education Employees issued by the Chancellor on May 21, 1984. This policy shall remain in effect for the duration of this agreement.

F. Travel and Conference Expenses

1. Travel expenses, including reasonable charges for hotel rooms and registration fees to all approved conferences, meetings, workshops, student activities and any other business of the College which is required and authorized by the President of the College or his/her designee in his/her absence, shall be paid by the Board.
2. Whenever use of an employee's private car is necessary and has been authorized by the appropriate administrator, the approved mileage rate of twenty-two (22) cents per mile shall be allowed unless a higher rate is otherwise authorized by law and approved by the Board. This approved rate covers all charges, including by way of example garage, parking and toll charges. Whenever a unit member has been assigned, in writing, a second work location other than his/her principal work location by the President of the College or his/her designee, travel shall be paid either for the distance from his/her home to the second work location or from his/her principal work location to the second work location, whichever is nearer.
3. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares less federal taxes shall be allowed; provided that such receipted bills shall be first submitted for such charges.
4. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as by way of example valet service, entertainment and laundry service.
5. When an employee on full travel status is engaged in travel, reimbursement shall be allowed for actual meal expenses incurred; provided that said expenses shall not exceed the following meals allowance schedule:

Meal	*Maximum Allowance*	*Applicable Period*
Breakfast	$2.50	3:01 a.m. to 9:00 a.m.
Lunch	4.00	9:01 a.m. to 3:00 p.m.
Supper	7.00	3:01 p.m. to 9:00 p.m.

G. Health and Welfare Fund

1. The Board and the Association agree to establish a Health and Welfare Fund or Funds which shall be jointly administered by an equal number of trustee members. The trustees' task, among other things, will be the

selection of any additional benefits or the increasing of existing benefits dependent upon the size of the fund.

2. Effective July 1, 1986, the Board agrees to contribute to the Health and Welfare Fund four dollars ($4.00) each calendar week for each full-time equivalent bargaining unit member.

   Effective July 1, 1987, the Board agrees to contribute to the Health and Welfare Fund five dollars ($5.00) each calendar week for each full-time equivalent bargaining unit member.

   Effective July 1, 1988, the Board agrees to contribute to the Health and Welfare Fund six dollars ($6.00) each calendar week for each full-time equivalent bargaining unit member.

   The contributions made by the Board to the Health and Welfare Fund shall be used for health and welfare benefits to be determined by the trustees of the Trust Agreement and to pay the operating and administering expenses of the Fund. The contributions shall be made by the Board in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

3. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article X – Grievance Procedure.

4. It is expressly agreed and understood that the Board does not accept, nor is the Board to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under subsection 9.04(G) above.

9.04 Early Retirement Incentive

A. Eligibility

Any unit member who has served at least ten (10) years in the community college system, who is eligible to retire under the retirement system of the Commonwealth of Massachusetts, and who is at least fifty-five (55) years of age as of the anticipated date of retirement shall be eligible to receive an early retirement incentive subject to notification provisions below.

B. Notification

A Retiree must apply by notifying the President of the College in writing of his/her intent to retire not less than one (1) year in advance of his/her retirement date; provided, however, that this notice requirement may be waived for those who intend to retire within one (1) year after the execution of this Agreement who are otherwise eligible and have applied in writing; provided further that this requirement shall be waived for unit members who have been notified that they will be retrenched or unit members who will retire because of medical reasons consistent with Article 9.01 A.3 who are otherwise eligible and have applied in writing.

C. Compensation

An eligible unit member who retires in accordance with the foregoing conditions shall receive an early retirement incentive equal to the applicable percentage of his/her salary as of the date of retirement in accordance with the following schedule:

Early Retirement Incentive as a Percentage of Salary

Age on Date of Retirement	Retirement Date Last Fiscal Day of				
	May-August	September	October	November	Dec.-April
55-60	30%	25.0%	20.0%	15.0%	10.0%
61	25%	20.8%	16.7%	12.5%	8.3%
62	20%	16.7%	13.3%	10.0%	6.7%
63	15%	12.5%	10.0%	7.5%	5.0%
64	10%	8.3%	6.7%	5.0%	3.3%

Payment shall be made after the date of retirement and may be spread over a period not to exceed twelve (12) months as determined by the President of the College or his/her designee.

D. Maximum Payment

The early retirement incentive and the amount payable to the Retiree in accordance with Article 9.01 A.5 together shall in no case exceed seventy percent (70%) of the Retiree's salary as of the date of his/her retirement.

E. Special One-Time Bonus for Super-Annuated Unit Members

Any unit member who has attained the age of sixty-five (65) as of the date of execution of this Agreement, and who retires prior to one year subsequent to date of execution of this Agreement, shall be accorded the same rights under this Article as an employee who is sixty-four (64) years old, but less than sixty-five (65) years old as of the date of execution of this Agreement.

F. Retrenchment

Any unit member who is retrenched at the age of sixty-five (65) or older shall be accorded the same rights under this Article as an employee who is sixty-four (64) years old.

9.05 **Unit Member Resources, Assistance and Protection**

The parties are aware that substance abuse is detrimental to the integrity of the College community. In the event unit members are in need of assistance for substance abuse, the parties agree each College campus shall have one unit member designated by the Association to assist and counsel any member seeking assistance. The College administration shall assist the Association where practicable to expedite implementation of any applicable contract provisions and to bring to the attention of the unit member other assistance offered to public employees.

No unit member seeking assistance from the Employee Assistance Program of the Commonwealth or otherwise shall be deprived of employment or any contractual benefits solely as a result of seeking such assistance.

No materials relative to treatment for a substance abuse problem may become part of a unit member's personnel file unless the parties mutually agree otherwise.

FORM SUPPLEMENT

IX-1 Application for Sabbatical Leave Page No. i

ARTICLE X – GRIEVANCE PROCEDURE

10.01 It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Board. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the application of this Agreement. For issues involving affirmative action and/or discrimination a unit member is encouraged to proceed under the Board of Regents Affirmative Action Policy, which contains a separate grievance procedure in a forum devoted exclusively to those issues. Filing a grievance under the Affirmative Action Grievance Procedure shall not abrogate the right of a unit member to file a complaint with the appropriate government agency which handles affirmative action and/or discrimination matters, i.e. Massachusetts Commission Against Discrimination, Equal Employment Opportunity Commission, etc. The Association further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinbefore defined until it shall have first exhausted the procedures provided herein.

10.02 A. Any member(s) of the bargaining unit may initiate and pursue a grievance through the first (1st) two (2) steps of the grievance procedure without intervention of the Association, provided that a representative of the Association shall be afforded the opportunity to be present at any conferences held; and provided further that any disposition made of any grievance under this Article shall not be inconsistent with the terms of this Agreement.

Any member of the bargaining unit may be represented by the Association at any step of the grievance procedure.

B. Failure of a grievant(s) to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Article. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be a waiver of the right to seek resolution of the grievance under this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties or by oral agreement confirmed in writing.

C. The grievant(s) may file a complaint with the Chancellor or his/her designee in the event that the administration fails to comply with any of the provisions of this Article, including time limits. The Chancellor or his/her designee shall determine within fourteen (14) calendar days whether or not the administration has failed to comply with the provisions of this Article; provided that the administrator who is the subject of a complaint under this paragraph shall not be designated to determine that complaint. No decision shall be rendered prior to providing the grievant an opportunity to express his/her position and, if possible, resolve the issue. If the Chancellor or his/her designee determines that the administration has failed to so comply, then he/she shall state in writing the remedy he/she deems appropriate. Copies of the Chancellor's or his/her designee's decision shall be sent to the Association and the appropriate administrators. The decision of the Chancellor or his/her designee shall be final.

D. The resolution of a grievance at any step shall not be deemed to be an admission by the Board or the Association of any violation or breach of the terms of this Agreement, or that such grievance is judicially cognizable or legally sufficient pursuant to any applicable provisions of the laws of the Commonwealth nor shall it establish any precedent nor grant to the Association or any unit member standing to initiate proceedings or pursue a remedy in any other forum.

E. If any member or members of the bargaining unit shall initiate in any other forum or under the College's or Board's Affirmative Action Plan any proceeding that relates to any matter that is the subject of a pending or disposed of grievance or arbitration in respect of which such member or members is or are the grievant(s), such grievance proceeding shall terminate as of the date of the initiation of such other proceeding and the grievance and arbitration procedures delineated in this Article shall in inapplicable to such grievance; provided that such unit member(s) shall have no further legal recourse under the provisions of this Article.

F. A grievance may be withdrawn without prejudice at any level.

G. The Board agrees not to interfere, restrain, or coerce any unit member because of his/her filing a grievance and/or his/her participation in any of the grievance proceedings.

H. Whenever possible grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one (1) Association representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings.

10.03 Disposition of Grievances

A. Informal Adjustments – Immediate Supervisor

Whenever possible, unit member(s) and the Association shall first attempt in good faith to adjust their grievances with the immediate supervisor or within the College's administrative structure up to the level of the President of the College or his/her designee.

B. Formal Adjustments

All complaints shall be filed on a standard form. If the grievances involves an action by the Board or a matter of general system-wide applicability, the complaint shall be filed at Step Two within thirty (30) calendar days after the grievant knows, or should have known, of the alleged acts or condition on which the grievance is based; provided, however, that the President of the Association or his/her designee must first certify in writing that the grievance is of general system-wide applicability. Within ten (10) calendar days of receipt of said certification, the Chancellor or his/her designee shall determine whether or not the grievance is of system-wide applicability or applies to the Board. If the Chancellor or his/her designee determines that the grievance is of system-wide applicability or applies to the Board, he/she shall meet and confer with the grievant for the purpose of resolving the grievance and shall render a written decision within fifty (50) calendar days after receipt of certification.

If determined not to be of system-wide applicability or applicable to the Board, the unit member(s) or the Association shall have fourteen (14) calendar days from receipt of the hearing officer's determination in which to file the grievance at Step One. The Chancellor or his/her designee may upon mutual consent consolidate at Step Two multiple grievances which involve the same issue. All other grievances shall be processed in accordance with the following procedures:

10.04 Step One – President of the College or His/Her Designee

Within thirty (30) calendar days after the grievant knows or should have known of the alleged act or omission on which the grievance is based, the grievant shall present the complaint and all evidence upon which he/she relies or intends to rely as supporting his/her claim for relief to the President of the College or his/her designee. The Complaint shall state all issues and contract violations upon which the grievance is based. The President of the College or his/her designee shall meet with the grievant for the purpose of resolving the grievance and shall, within thirty (30) calendar days of receipt of the written complaint and evidence, render his/her decision and reasons therefor in writing to the grievant.

10.05 Step Two – Chancellor

If the grievance is not resolved at Step One or the written decision of the President of the College or his/her designee is not rendered within the time specified, the grievant may then appeal the decision in writing to the Chancellor or his/her designee (on a standard form) with a copy to the President of the College or his/her designee. The appeal shall be filed within ten (10) calendar days of receipt of the President's or his/her designee's decision or the end of the time specified in Step One for said decision, whichever is sooner. Upon receipt of the appeal, the President of the College or his/her designee shall submit to the Chancellor or his/her designee the grievance form filed at Step One, all evidence introduced to date, and copies of all decisions. No further issues or contract violations may be added subsequent to the Step Two hearing; provided, however, that the grievant shall have an opportunity to provide rebuttal evidence.

Failure to so file with the Chancellor or his/her designee within the time specified shall be deemed to be acceptance of the decision rendered at Step One. The Chancellor or his/her designee shall meet with the grievant for the purpose of conducting a hearing and shall render a written decision within forty (40) calendar days of receipt of the appeal.

10.06 Step Three – Arbitration

A. Within forty (40) calendar days after receipt of the decision of the Chancellor or his/her designee or where no decision has been issued within forty (40) calendar days after it was due, arbitration of a grievance may be initiated in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. The decision or award of the arbitrator shall be final and binding for the Association, the employee and the Board in accordance with applicable provisions of state law.
2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been duly authorized by the Association and so certified by the President of the Association or his/her designee.

3. The Association shall initiate arbitration by filing a demand for arbitration with the American Arbitration Association and with the Chancellor or his/her designee within forty (40) calendar days of receipt of the decision of the President of the College or where no decision has been issued within forty (40) calendar days after it was due.

4. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect on the date of said submission, unless otherwise provided herein; provided, however, that the jurisdiction of the arbitrator to inquire into any issue or to render any award is governed solely by the provisions of this Agreement.

B. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to:

1. Arbitrate such portion of any grievance which is removed from the jurisdiction of the Arbitrator by the express terms of this Agreement.
2. Add to, alter, or amend any terms or conditions of this Agreement.
3. To inquire into or arbitrate any issue not presented by the original complaint.

C. Authority of the Arbitrator

Unless otherwise provided in this Agreement, the arbitrator shall have the authority to make a final and binding award on any dispute concerning the interpretation or application of this Agreement. The arbitrator's authority in matters which are arbitrable is limited to a determination as to whether the provisions set forth in this Agreement were violated; provided that in matters of professional judgment, the arbitrator shall determine whether the application of such to the grievant has been arbitrary, capricious or unreasonable. Beyond such determination, the arbitrator shall be without power, right or authority to make a decision or to substitute his/her judgment for that of the Board or its representatives, except as otherwise provided in this Agreement.

The arbitrator shall have no authority to arbitrate:

1. Any incident which occurred or failed to occur prior to the ratification date of this Agreement.
2. The failure or refusal by the Board to renew the contract of or to reappoint a unit member in the first (1st) three (3) years of regular appointments.
3. Affirmative action/discrimination.
4. Basis for retrenchment.

D. Award of Arbitrator

If the arbitrator determines no express provision of this Agreement has been breached in its application to the grievant as claimed, he/she shall dismiss the grievance. If the arbitrator determines that his Agreement has been so breached, he/she may, subject to the provisions of this Article and except as hereinafter provided, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award by way of penal damages.

E. Dismissal and Retrenchment

If a unit member's employment is discontinued as a result of dismissal or retrenchment, and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or his/her designee was arbitrary, capricious or unreasonable, he/she shall remand the matter for reassessment by the President of the College or his/her designee of the original decision but shall not have the result or effect of granting any binding award. After remand, the President of the College or his/her designee shall have thirty (30) days to render a new decision. If the grievant believes the decision of the President of the College or his/her designee on remand is arbitrary, capricious or unreasonable, he/she may file an appeal to the original arbitrator (if the original arbitrator is unable to hear the case, the parties shall choose a new arbitrator according to the terms of this Agreement) in accordance with the provisions of this Article. On appeal, if the arbitrator determines based on clear and convincing evidence, that the decision of the President of the College or his/her designee is arbitrary, capricious or unreasonable, he/she shall have the power to make the grievants whole; provided, however, that any monetary award shall be reduced by way of mitigation by an amount equal to the total income received by the grievant during the period for which monetary damages are so awarded. If the arbitrator determines that the Step One or Two decision was not issued within the applicable time limits contained in this Article, he/she may in his/her first decision provide a binding award in accordance with the foregoing procedures.

F. Promotion

1. It is expressly understood that decisions regarding promotion and initial placement are made pursuant to the exercise of professional judgment. Whenever a unit member files a grievance under this Article, the act or decision grieved shall be reviewable by an arbitrator as an exercise of professional judgment and whether the application to the grievant was arbitrary, capricious or unreasonable.
2. A unit member shall submit a complaint at Step One to the President of the College or his/her designee within thirty (30) calendar days after he/she knew or should have known of the act or conditions upon which the grievance is based. The President of the College or his/her designee shall meet with the grievant and shall render his/her decision and the reasons therefor in writing to the grievant within thirty (30) calendar days of receipt of the complaint.

If the grievance is not resolved at Step One or if the written decision of the President of the College is not rendered within the time specified, the grievant may appeal to Step Two. The appeal shall be filed within ten (10) calendar days from the date it was due. The Chancellor or his/her designee shall meet with the grievant and shall render a written decision within forty (40) calendar days of receipt of the appeal.

3. If the grievance is not resolved at Step Two or if the written decision of the Board is not rendered within the time specified, arbitration may be initiated in accordance with Article X. If arbitration is so initiated and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or his/her designee was arbitrary, capricious or unreasonable, he/she shall remand the matter for reassessment by the President of the College or his/her designee of the original decision but shall not have the result or effect of granting any binding award. After remand, the President of the College shall have thirty (30) days to render a decision. If the grievant believes the decision of the President of the College or his/her designee on remand is arbitrary, capricious or unreasonable, he/she may file an appeal to the original arbitrator (if the original arbitrator is unable to hear the case, the parties shall choose a new arbitrator according to the terms of this Agreement) in accordance with the provisions of this Article. On appeal, if the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or his/her designee is arbitrary, capricious or unreasonable, he/she may provide an affirmative and binding award; provided, however, that if so awarded, the grievant shall be promoted to the next appropriate step and provided further that any monetary award shall begin to accrue one (1) year after the date of issuance of the first (1st) arbitration award. If the arbitrator determines that the Step One or Step Two decision was not issued within the applicable time limits contained in this Article, he/she may in his/her first (1st) decision provide a binding award in accordance with the foregoing conditions.

G. The granting or failure to grant tenure shall be arbitrable but any award is not binding.

H. Notwithstanding any rule of the American Arbitration Association to the contrary, in making his/her decision, the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend or revise any term or condition hereof.

I. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE X - APPENDIX A

Release of Confidential Materials for Grievance Administration

In accordance with the responsibility of the Board of Regents of Higher Education (Board) to provide to the Massachusetts Community College Council/Massachusetts Teachers Association (MCCC/MTA) such information as may be necessary to the discharge of its duties as the exclusive bargaining agent under Chapter 150E and to maintain the confidentiality of personal data in accordance with state and federal law, the Board and the Association agree:

1. Whenever the MCCC/MTA Grievance Coordinator or his/her designee needs personnel file information from a College in order to intelligently evaluate and prepare a grievance involving evaluations, promotions or performance-based awards, the MCCC/MTA Grievance Coordinator or his/her designee shall make a written request for such information to the President of the College from where the grievance originated.
2. Within ten (10) calendar days of receipt of such information request, the President or his/her designee shall give written notice to all bargaining unit members involved that materials contained in their personnel files and/or evaluative materials are being released to the Union for purposes of grievance administration.
3. The President of the College or his/her designee shall mail the requested information within sixty (60) calendar days of receipt of the request for information to the MCCC Grievance Coordinator.
4. The time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties or by oral agreement confirmed in writing.
5. The College may charge the MCCC/MTA a reasonable sum to cover the cost of reproduction of the materials requested.
6. The Grievance Coordinator or his/her designee shall maintain the confidentiality of file materials in accordance with state and federal law.

FORM SUPPLEMENT

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ARTICLE XI – APPOINTMENT AND REAPPOINTMENT – TENURE

11.01 Appointments

A. General

Except as expressly provided for by Board policy, the authority to offer and make effective appointments and reappointments rests with the Board and no employee or agent of the Board or the Colleges may expressly or by implication make effective any appointment or reappointment.

1. Each unit member's reappointment to a bargaining unit position shall be in accordance with the provisions of this Article.
2. All appointments and reappointments to unit positions at a College shall be made by the Board upon recommendation of the President of the College. Notification of such appointment shall be in writing as provided in Article XII.
3. Unit members who are temporarily shifted to other than state appropriated funds shall, during and upon their return to state appropriated funds, retain all rights and benefits they would have had if they had not been transferred.

B. Types of Appointment

1. A regular appointment shall be one which creates an interest in employment for a specified term of one (1) year or less. All employees holding regular appointments shall be subject to non-reappointment without cause.
2. A tenured appointment may be offered only to those faculty members in the ranks of Assistant Professor, Associate Professor and Professor and to professional staff members in the classification of Professional Staff II, III and IV.

11.02 Reappointment and Non-Reappointment of Regular Appointments

A. The non-reappointment of a faculty or professional staff member shall be in accordance with the following procedures:

1. Termination at the end of the first (1st) through third (3rd) years of service; notice provided by February 15 of that year of service;
2. Termination at the end of the fourth (4th) year of service or later; notice provided by October 15 of the year of termination.

B. Non-reappointment of a unit member on a regular appointment in the first (1st) three (3) years shall be without cause, except for written notice requirements required in Section 11.02. Reasons may be provided at the discretion of the President of the College; neither the reasons nor the decision shall be subject to the grievance procedure. For the fourth (4th) year of regular appointment, the notice of non-reappointment of non-tenured unit members shall be subject to the exercise of professional judgment. Such notice shall contain a statement of reasons in writing. Termination in the fourth (4th) year or later of unit members whose source remuneration is paid from non-state appropriated funds shall be accompanied by a statement of reasons; provided, however, that no statement shall be required if non-reappointment is due to insufficient funds or to the terms and conditions of the non-state appropriated funding source and provided further that said non-reappointment shall be grievable to step two and shall be subject but not arbitrable to the exercise of professional judgment and whether application to the grievant was arbitrary, capricious or unreasonable.

C. Termination of a unit member in his/her fifth (5th) regular appointment or later shall be for just cause.

D. Notice shall be in writing given by the President of the College or his/her designee. Any unit member holding a regular appointment who does not receive such notice shall be entitled to inquire of the President of the College as to the failure to give notice. The President of the College or his/her designee shall respond to the inquiry within fourteen (14) calendar days.

E. Failure to give notice of reappointment shall not prohibit reappointment of the unit member. Failure to give proper notice shall constitute reappointment of the unit member for one (1) academic or calendar year, whichever is applicable, but shall not thereby entitle the unit member concerned to academic tenure, to any further appointment with or without academic tenure, or to further notice of non-reappointment.

F. Each unit member holding a regular appointment shall notify the President of the College in writing of his/her intent to accept or reject a reappointment within thirty (30) days after receipt of notice of reappointment. Failure by the unit member to notify the President of the College of acceptance shall constitute a rejection of reappointment.

11.03 Reappointment of Unit Member

A. Tenure may be granted by the Board on recommendation of the President of the College and shall relate only to the specific College and not the entire Community College System.

B. Eligibility – Tenure Contracts

1. The unit member must have served at least six (6) full years as a unit member, at least three (3) of which have been in his/her current job function.
2. The unit member must have received other than unsatisfactory on his/her most recent summary evaluation.

C. Procedures

1. There shall be established by November 21 of each year a Unit Personnel Practices Committee elected by members of the unit. The size and composition of this Committee shall be determined by the President of the College or his/her designee and shall reflect, whenever possible, the ratio of teaching faculty to professional staff in the unit; provided, however, that a unit member shall not serve on the Committee during the year he/she is a candidate for tenure. The Committee shall elect a chairperson.
2. The appropriate Dean(s) shall notify all eligible unit members by October 1 of their sixth (6th) or later regular appointment that they may be considered for tenure during the academic year if otherwise eligible; provided that copies shall be forwarded to the immediate supervisor and to the Unit Personnel Practices Committee.
3. The immediate supervisor and the Unit Personnel Practices Committee shall review all relevant material within the individual's official personnel file and shall forward recommendations for either tenure or a one (1) year terminal appointment to the appropriate Dean(s) by March 15th.
4. The appropriate Dean(s) shall review the recommendations of the immediate supervisor and the Unit Personnel Practices Committee; and whenever practicable consult with the immediate supervisor and the Chair of said Committee; and thereafter shall forward his/her recommendations to the President of the College by April 15.
5. The President of the College shall review the recommendations of the appropriate Dean(s) and shall forward his/her recommendation to the Board by May 1. The unit member shall be notified of the President's recommendation within twenty (20) calendar days thereafter.
6. A recommendation for a one (1) year terminal contract shall be accompanied by a statement of reasons.

11.04 **Protection of Bargaining Unit Upon Appointment of Returning Administrators**

Any unit member who assumes administrative duties outside the bargaining unit and subsequently returns to faculty or professional staff unit member status shall, at the option of the President of the College or his/her designee either: (1) retain all previously accrued unit seniority and be placed upon the salary schedule at the step and rank he/she held prior to assuming administrative appointment, as adjusted by the provisions of any collective bargaining agreement between the Board and the Association; or (2) shall relinquish all prior accrued unit seniority and be placed upon the salary schedule at a step and rank to be determined by the President of the College or his/her designee; provided, however, that a unit member who accepts an acting administrative appointment shall upon return to the unit retain all prior accrued unit seniority and be placed upon the salary schedule at the rank and step he/she held prior to assuming administrative appointment as adjusted by the provisions of any collective bargaining agreement between the Board and the Association. If an acting administrative appointment is converted to a regular administrative appointment, no rights of return provided under (2) above shall be accorded to the acting appointee unless the regular position has been posted and awarded to the acting appointee. It is agreed that the return of an administrator to the unit under either of the options stated above will have no adverse effect on present unit members.

11.05 Subsequent to July 31, 1981, the faculty lines of Professor, Associate Professor, and Professional Staff Classifications III and IV shall be occupied only by full-time faculty and/or professional staff members; provided, however, that the foregoing shall not require displacement from an upper faculty position of any incumbent administrator who occupies such position prior to August 1, 1981. Nothing contained in this Article shall be construed to impair the rights of the parties with regard to those challenges to returning administrators pending on the date of ratification and approval of this Agreement.

11.06 Multiple-Year Contracts

Because the parties agreed to delete multiple-year contracts from the 1983-86 Collective Bargaining Agreement, the parties further agree as follows:

A. A multiple-year contract shall remain in full force and effect until its expiration or until the unit member becomes eligible for tenure.

B. A unit member who is otherwise eligible may apply for tenure during the term of his/her multiple-year contract.

C. Multiple-year contracts shall be transferable from one College to another only at the option of the President of the receiving college or his/her designee and if approved by the Board.

ARTICLE XII – WORKLOAD, WORK ASSIGNMENT AND WORKING CONDITIONS

12.01 General Provision

Unit members shall be given a contract stating the subjects or functions to which the unit member is to be assigned. There shall be included a job description which shall define the duties to be performed.

12.02 Work Assignment

A. The President of the College or his/her designee shall consider as advisory written notice from each faculty member and/or department chair/curriculum coordinator as to the preferred courses to be taught. Such written notice must be received by the President of the College or his/her designee at least one (1) month prior to the date the College must notify each faculty member as contained herein. The President of the College or his/her designee

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shall notify in writing each faculty member of his/her tentative courses and number of sections to be taught by the end of the April payroll period for the Fall semester and by the end of the November payroll period for the Spring semester.

B. The President of the College or his/her designee shall consider as advisory, written notices from each faculty member and/or department chair/curriculum coordinator as to the preferred class schedule. Such written notice must be received at least one (1) month prior to the date the College must notify each faculty member as contained herein. The President of the College or his/her designee shall notify each faculty member in writing of his/her tentative class schedule by the end of the May and December payroll period for the succeeding Fall and Spring terms, respectively. The class schedule indicates the days and times each week that the faculty member has contact responsibility with students and does not refer to the academic calendar defined elsewhere.

C. Whenever changes in the tentative class schedule or subject matter are necessary, the President of the College or his/her designee shall notify the affected faculty member(s) in writing at his/her official residence or a temporary address supplied by the faculty member on leave. The change in the tentative class schedule or subject matter preparation shall be consistent with Section 12.01.

12.03 Workload of Faculty

A. Faculty workload shall consist of:

1. Instructional workload, which includes:
   a. teaching in both traditional and non-traditional learning modes;
   b. instructional preparation;
   c. assessment of student performance.
2. Non-instructional workload shall consist of:
   a. student assistance/advisement;
   b. college service, which includes:
      1. serving as advisor to student activities;
      2. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor-management committees;
      3. preparing grant proposals;
      4. participating in college, division, department or other related college meetings and/or activities;
      5. participation in the improvement and development of academic programs and resources, including recruitment.
   c. college recognized community service, provided that such service is not compensated by an outside funding source;
   d. professional development activities, which include:
      1. related graduate study;
      2. related in-service training;
      3. research and other College recognized contributions to a faculty member's area of competence;
      4. participation in College recognized professional associations, including teachers' organizations.

B. Instructional Workload

1. The standard faculty instructional workload shall be twenty-four (24) units of instruction per year with two (2) preparations per semester. This standard is not intended to be a fixed, absolute maximum of 24 units of instruction per year, but is intended to achieve greater uniformity in the system with 24 units being the target norm. Any significant variation above the norm could subvert the purpose of the standard; provided further that faculty with more than 24 instructional hours per semester will continue to receive adjustments in their non-instructional workload as per the appended provision of Article XII of the 1977-80 Collective Bargaining Agreement. A unit of instruction shall mean per week:
   a. one (1) fifty (50) minute lecture or seminar;
   b. one and one half (1½) hours of laboratory instruction;
   c. one and one-half (1½) hours of clinical instruction; provided that the effect of the implementation of this ratio shall not be considered as a violation of the standard of 24 units;
   d. two (2) hours of individualized instruction or other non-traditional modes of instruction;
   e. where team teaching involves multiple faculty, each faculty member shall be allotted instructional workload credit in accordance with B.1. a, b, c and d above, except that it shall be based on one-half (½) the course units as described above, regardless of the number of faculty involved in teaching, during the initial implementation of a team structure for a course. This shall also apply to an individual teacher who joins an existing team for the first time. Thereafter, credit shall be based in direct proportion to the percentage of total course time that he/she teaches.

The President of the College or his/her designee shall adjust the ratios in b, c, d and e if in his/her judgment, after consultation with the unit member the difficulty in instruction, the difficulty and duration of preparation, or the provision of assistance in instruction or such other related instructional, clinical or programmatic factors merit such adjustment. The President of the College or his/her designee may upon mutual agreement assign a faculty member non-instructional activities such as course, program or curriculum development, professional development activities or administrative duties; provided that he/she is qualified to perform such activities in lieu of a proportional number of instructional units.

2. Faculty members shall not be expected to generate more than 420 student credit hours per semester within the applicable workload requirement or more than 300 student credit hours per semester for instruction of English Composition, English as a Second Language, introductory foreign language courses, and remedial and/or developmental courses; to be determined by the number of students enrolled at the end of add/drop period; provided that if the total number of student credit hours generated exceeds these limits, there shall be a proportional adjustment in the succeeding semesters, consistent with the provisions of 12.03B.

   It is expressly agreed that during the term of this Agreement a faculty member's workload shall not be increased or decreased beyond his/her 1986 workload; provided, however, it is agreed by the parties that if a faculty member agrees to an increase in the number of course preparations beyond two (2), the President of the College or his/her designee and the faculty member shall mutually agree as to the corresponding decrease in advisees, and/or office hours and/or college service. New faculty hired shall be assigned an instructional workload consistent with the existing workload assignments of other faculty members within their respective academic department, work area or division. It is agreed by the parties that whenever a dispute in the instructional and non-instructional workload exists, the standard to be used shall be the appended provisions of the workload article of the 1977-80 Collective Bargaining Agreement.

C. Non-Instructional Workload

1. Student Assistance/Advancement

   A faculty member shall be responsible for advising 20-25 students assigned to him/her by the President of the College or his/her designee.

   It is the agreement of the parties that it is not the intent of this Article to allow a unit member to schedule in advance student advisement time during his/her office hour schedule. It is agreed, however, that if a student advisee appears of his/her own volition during a unit member's office hours, a unit member may utilize that time for student advisement responsibilities.

   It is further understood that the administration has the obligation to assist the unit member in contacting student advisees and that the administration cannot determine the scheduling of this advisement time.

   Each faculty member shall hold a group meeting with his/her advisees at the beginning of the academic year and shall be available to meet with each advisee at least once each semester and at such other reasonable times as requested by the advisee.

   If in the judgment of the President of the College or his/her designee after consultation with the faculty member the number of students should be more than or fewer than 20-25, the faculty member's non-instructional workload may be adjusted.

2. Office Hours

   During the academic year, faculty members shall maintain at least five (5) posted office hours per week on at least four (4) days. Office hours shall be scheduled in accordance with the following procedure:

   a. A faculty member shall submit a preferred office hours' schedule to the President of the College or his/her designee prior to the commencement of the academic year.
   b. The President of the College or his/her designee shall either approve or disapprove the schedule.
   c. In the event the President of the College or his/her designee shall disapprove the schedule, the faculty member shall be given an opportunity to review and discuss their respective positions with the President of the College or his/her designee.
   d. In the event the faculty member believes he/she is aggrieved by the decision of the President of the College or his/her designee, he/she may appeal to the Workload Grievance Panel in accordance with the procedures outlined in Article 12.06.

   Such schedule shall be posted by faculty members by the end of the first (1st) week of classes.

3. College Service

   In addition to posted office hours, a faculty member shall be on campus and available on any day during the academic year at such times as required by the President of the College or his/her designee to participate in scheduled activities consistent with 12.03A2b.

4. Community Service and Professional Development

   A faculty member shall be responsible for such community service and professional development activities as mutually agreed by the President of the College or his/her designee and the faculty member.

D. Professional Days

The President of the College or his/her designee may assign to any faculty member up to seven (7) days during the academic year for scheduled orientation and registration programs, commencement and convocation activities and such other College-sponsored activities he/she deems appropriate. Professional days shall be assigned no earlier than three (3) days prior to the first (1st) day of classes in the Fall semester and no earlier than four (4) days prior to the first (1st) day of classes in the Spring semester. Such duties and responsibilities may be assigned to individual faculty members in blocks of one-half (½) day or more; provided that a faculty member assigned more than one-half (½) day shall be credited with one (1) full day; and provided further that a faculty member shall not be required to discharge these responsibilities over more than fourteen (14) days during the academic year.

E. Academic Year

1. The academic calendar shall be a period of time encompassing two (2) semesters, beginning no earlier than September 1 and ending no later than May 31, exclusive of Commencement. Classes shall begin no earlier than the day after Labor Day and end no later than December 24 for the Fall semester; provided, however, that the President of the College and the President of the local Association Chapter may by mutual agreement set other dates for the academic calendar, including beginning classes prior to the day after Labor Day. When first (1st) semester classes begin after September 5, the President of the College may, after consultation with the local MACER, increase the class time from fifty (50) minutes to fifty-five (55) minutes for that semester consistent with the established past practice. There shall be at least a four (4) week recess between semesters.

2. In those instructional programs that are required by outside accrediting agencies to run beyond the academic year, it may be necessary for faculty to perform duties beyond the academic year. When such work is assigned by the President of the College or his/her designee, the faculty member shall receive a salary adjustment in direct proportion to the duties assigned, in accordance with the provisions of Article XXI. All such faculty will be placed on nine month contracts with all rights and benefits under this Agreement.

3. No faculty member who is not at the time of the execution of this Agreement required to work beyond the academic year may be required to do so without his/her consent. Any faculty member may accept such additional responsibilities upon the specific request of the President of the College or his/her designee and will receive compensation in accordance with the provisions of Article 21.05.

4. Nothing in this Agreement shall preclude the President of the College from requiring such additional responsibilities of new hires in such programs as are referenced in paragraph 2 above.

5. Notwithstanding any provision in this Agreement to the contrary, no College shall be required to establish or maintain any instructional programs offered outside the academic year such that they are subject to Article 12.03 E.2 above or Article XXI nor shall any College be precluded from establishing or maintaining any such programs which similarly are not subject to the terms of this Agreement.

6. Section 12.03 E.2 programs that currently extend beyond the academic year include:
   ESL Clinical Assistant Program
   ESL Electronics Program
   Licensed Practical Nurse
   LPN Update
   Medical Laboratory Technician
   Medical Radiography
   Nuclear Medicine Technology
   Radiation Therapy Technology
   Radiologic Technology
   Respiratory Therapy

7. Prior to the implementation of programs not listed in paragraph 6 above which would require faculty member(s) to work beyond the academic year, the President of the College shall notify the President of the Association and the President of the Chapter and shall meet and confer with the President of the Association or his/her designee regarding said programs. Accurate information, statistics or financial data related to such programs shall be made available by the President of the College or his/her designee for inspection and/or copying upon request of the President of the Association or his/her designee; provided, however, that this shall not require the College to compile such information, statistics or financial data in the form requested unless already compiled in that form. Nothing in this provision shall be regarded as an abridgement of the rights and responsibilities of the Board provided in Article IV.

F. Outside Employment

Full-time employment by the Board shall be considered the primary employment of each faculty member. Outside employment is work for which compensation is received and which is not the normal duties and responsibilities assigned to a faculty member as an employee of the Board. Outside employment which requires a faculty member's absence from the College during his/her normally scheduled working hours is presumed to interfere with the performance of the duties and responsibilities of that faculty member and is hereby prohibited.

12.04 Workload of Professional Staff

A. Professional staff workload shall consist of:

1. professional duties as contained in a letter of appointment and position description;
2. student advisement, if assigned;

3. college service, which includes:
    a. service as advisor for college-approved student activities;
    b. service on governance, ad hoc, college standing committees, system-wide task forces or committees; or labor-management committees;
    c. preparing grant proposals;
    d. participating in college, division, department or other related college meetings and/or activities as the President of the College or his/her designee may deem appropriate;
    e. participation in the improvement and development of academic programs and resources, including recruitment.
4. College recognized community service, provided that such service is not compensated by an outside funding source, and professional development; provided that such community service and professional development activities are mutually agreed to by the President of the College or his/her designee and the professional staff member.
5. Assigned instructional responsibilities and related preparation; provided that customarily professional staff members shall not be assigned traditional academic discipline responsibilities; and provided further that no professional staff member shall be required to teach subject matter which is beyond the scope of his/her academic and/or professional competency and experience as determined by the President of the College or his/her designee.

B. Work Year

All professional staff employees shall work a twelve (12) month year.

C. Work Schedule

The President of the College or his/her designee shall consider as advisory written notice from the professional staff member as to his/her preferred work assignment if received on or before June 1st prior to the fiscal year(s) covered by this Agreement. The President of the College or his/her designee shall notify the professional staff member in writing of his/her work assignment no later than July 1. Such work assignment shall be consistent with the needs of the College.

1. The workload of each professional staff member shall consist of such duties and responsibilities in accordance with his/her respective work schedules as may be assigned by the President of the College or his/her designee.
2. During the term of this Agreement, the normal work week for professional staff members shall be 37½ hours per week.
3. During the term of this Agreement, the normal work day shall not exceed 7½ hours, excluding lunch.
4. Whenever a professional staff member is required to work more than 37½ hours in a particular week, he/she shall receive compensatory time on an hour-to-hour basis within the next sixty (60) working days, subject to mutual agreement between the professional staff member and the President of the College or his/her designee.
5. The customary work week for professional staff members shall be Monday through Friday, within the hours of 8:00 a.m. to 5:00 p.m. but in no case shall a professional staff member be required to work more than five (5) days in any seven (7) consecutive day period; provided that a professional staff member who is assigned to teach may request a revised work schedule.
6. Upon request of a professional staff member, the President of the College or his/her designee may assign up to three (3) days during the fiscal year in half-day segments or greater for participation in off-campus activities outside those assigned under the provisions of 12.04; one of these days shall be granted for the day following the Thanksgiving holiday. Such requests shall not be unreasonably denied.
7. All time spent in student advisement (if assigned), in attendance at conferences, meetings and student activities when such attendance is required during the work day shall be counted in the professional staff member's weekly and daily hours.
8. Upon request of a professional staff member the President of the College or his/her designee may, where practicable, grant a flexible schedule; provided, however, that the President's decision shall be final and non-grievable.
9. Upon request of a professional staff member, the President of the College or his/her designee may, where practicable, grant a ten (10) month year option at 10/12 of pay and benefits.
    a. The unit member shall apply to his/her immediate supervisor.
    b. The decision of the immediate supervisor may be appealed to the President of the College who shall cause to be convened a Committee composed of two appointees of the President of the College and one appointee of the President of the Association.
    c. The recommendation of the Committee may be appealed by the applicant to the President of the College whose decision shall be non-grievable.

12.05 Workload Reduction

A department chair/curriculum coordinator (program and work area/discipline) shall be granted a reduction in instructional workload; provided that the reduction shall not exceed eighty (80) percent nor be less than twenty (20) percent. The amount of workload reduction shall be dependent upon the duties performed by the department chair/curriculum coordinator and shall be solely determined by the President of the College or his/her designee. Such reduction shall not be made in an arbitrary, capricious or unreasonable manner.

ARTICLE XII - APPENDIX A

12.05 Workload for Faculty Members

The workload for faculty members shall include office hours for students, instructional workload and non-instructional workload as defined below. The faculty customary workweek shall be Monday through Friday, but in no case shall a faculty member be required to work more than five days in any seven consecutive day period.

In exceptional cases, if it is necessary to schedule faculty for days other than Monday through Friday, the President or his/her designee shall meet with the affected faculty member(s) to discuss such change in schedule.

In no case shall any change be implemented without at least one semester prior notification to the affected faculty member (s). The affected faculty member (s) shall have access to the grievance procedure as provided for in Article X.

A. Instructional Workload

The instructional workload shall contain all faculty activity directly related to the preparation and/or conduction of instruction.

1. Preparation includes content and pedagogical research, the creation of instruction materials, development of student evaluation instruments and procedures, the evaluation of student performance and any activity related to the instructional process. It is understood that faculty members at their option need to utilize off-campus resources in fulfilling their preparation time.
2. Contact is the actual time the instructor spends with students in an instructional method.
3. The instructional workload shall be a minimum of 24 hours per week and a maximum of 33 hours per week.
4. In determining the instructional workload the actual contact hours shall be added to the preparation time allotted on the following basis:

B. Allocation of Preparation Time

Preparation time shall be allocated on the following basis:

1. **Non-Laboratory-like Courses**

   For the first section or part thereof of such a course offered each week, the faculty member shall be allotted one and one-third (1⅓) hours of preparation time for each credit hour or its proration which that course contains.

2. **Laboratory-like Courses**

   For the first section or part thereof of a course offered each week:

   The faculty member shall be allotted one and one-third (1⅓) hours of preparation for each credit hour of didactic instruction. The faculty member shall be allotted two (2) hours of preparation for each credit hour of equivalent laboratory instruction requiring two or more contact hours.

3. **Seminar-like Courses**

   For the first section or part thereof of seminar-like instruction whether within a laboratory or non-laboratory type course where the instructor is in direct interaction with students, such as small group discussions, clinical conferences, the faculty member shall be allotted one and one-third (1⅓) hours of preparation time for each credit hour or its proration which that course contains.

4. **Additional Sections of Original Preparation**

   For the second or subsequent section or part thereof of a course offered each week, the faculty member shall be allotted one-half (½) the preparation time credited in either one or two or three above.

5. Where team teaching involves multiple faculty, each faculty member shall be allotted preparation time in accordance with B.1, 2, 3 and 4 above except that it shall be based on one-half (½) the credit hour or proration which that course contains regardless of the number of faculty involved in teaching.

7. One hour of preparation will be allotted per each three (3) credit hour course or its prorated equivalent where the faculty member is using material of a mediated or programmed nature wherein the faculty member has neither primary responsibility for adapting or preparing materials nor is primarily responsible for the evaluation of student progress.

8. The President or his/her designee shall [compute] at the end of the "add" period of each semester the actual instructional workload for each full-time faculty member according to the above formula. The President or his/her designee will, on the basis of the faculty member's instructional workload:

a. Reduce the office hour and/or non-instructional load in writing proportionately for any faculty member whose instructional workload exceeds the minimum of twenty-four (24) hours;

c. Determine in writing after discussing alternatives with the affected faculty member whose load is below the twenty-four (24) hour minimum:

1. whether additional course section (s) shall be taught by the faculty member;

   and/or

2. whether the faculty member shall provide activities related to course, program or curriculum development;

   and/or

3. whether the faculty member shall provide activities such as independent study, contract learning, learning resources development, assessment or prior learning or similar instructional activities;

   and/or

4. whether the faculty member shall provide activities such as additional office hours, advise more students, engage in additional college/community service, or professional development activities;

   and/or

5. whether the faculty member shall provide activities of an administrative nature for which he/she is deemed qualified;

   and/or

6. whether the faculty member will provide additional tutorial laboratory instruction, where a faculty member is teaching two or more sections of courses designed to develop basic skills, whether remedial or supplemental, credit or non-credit or their equivalent in time and/or content as determined by the President or his/her designee.

f. The President or his/her designee may project the instructional workload requirement over the full academic year rather than on a semester basis based upon the unique college or program needs after discussion with the affected faculty member. The instructional workload shall not exceed thirty-three (33) hours in any one semester, without the agreement of the faculty member. Provided, however, the instructional workload shall not exceed sixty-six (66) hours for any academic year.

B. Office Hours

Each faculty member shall provide such hours on campus (off campus at an instructional site, if approved) to assist students in his/her courses.

C. Non-Instructional Workload

Faculty shall provide eight (8) hours per week or equivalent on a semester basis or its annual equivalent in student advisement and/or college and/or community service as determined by the President or his/her designee consistent with Article XIII (Evaluation).

c. Student advisement shall equate to the following hours per week of the non-instructional requirement:

Assigned Students	Equated Hours Per Week
Less than 8	1
8-13	2
14-19	3
20-25	4
26-31	5
32-37	6
38-43	7

D. Load Reduction

Where faculty members are given load reduction within the instructional workload for any activity other than teaching, the number of hours required for the activity will be equal to twice the credit hour reduction with the proportional reduction in office hours of one hour per three credit hour equivalent load reduction.

FORM SUPPLEMENT

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XII - 2	Workload Materials Acknowledgement	Page No.	xi

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ARTICLE XIII – EVALUATION

13.01 Evaluation Objectives

The evaluation of unit members is directed to the following objectives:

1. Assessment of the professional performance of the unit member.
2. Improvement of performance and quality of instruction.
3. To provide a basis upon which decisions shall be made concerning the reappointment, promotion, performance-based salary adjustments, tenure, sabbatical and professional leaves, and termination, dismissal and discipline of a unit member.

13.02 Evaluation of Faculty Members

A. Faculty Evaluation Criteria

Evaluation of faculty members shall be uniformly applied and based upon total performance with primary emphasis on teaching effectiveness, including consideration of the following criteria:

1. Development and improvement of instructional methodology;
2. Establishment of course objectives, course content and instructional activities;
3. Establishment of appropriate and fair procedures and instruments for student evaluation;
4. Student advising competency and accessibility; including the observance of established office hours;
5. College service, including:
   - a. serving as advisor to student activities; and/or
   - b. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, and labor/management committees; and/or
   - c. preparing grant proposals; and/or
   - d. participating in college, division, department or other related College meetings and/or activities; and/or
   - e. participation in the improvement and development of academic programs and resources, including recruitment.

B. Procedure

The procedure for evaluating faculty members shall consist of five (5) processes: (1) student evaluation; (2) course materials evaluation; (3) classroom observation evaluation; (4) student advisement and college service evaluation; and (5) summary evaluation. The foregoing procedure shall be implemented on an annual basis except as provided in 13.04.

1. Student Evaluation

a. The President of the College or his/her designee shall be responsible for administering the student evaluation process.

b. Student evaluation packets for each class containing instruments and instructions shall be distributed to each faculty member by November 15 except for tenured faculty for whom student evaluations shall be performed every other year in accordance with the provisions of 13.04.

c. It is expressly agreed that the faculty member being evaluated shall not be present in the classroom when the student evaluation is being administered and that all instruction to students with regard to such student evaluation shall be included in writing on the instrument, provided further that the designated unit or non-unit professional shall return the student evaluation directly to the President of the College or his/her designee. The administering of the student evaluation shall be the responsibility of the President of the College or his/her designee who shall determine who among unit or non-unit professionals shall administer such student evaluation. Student evaluations shall be valid only if signed by the student; provided, however, that faculty members shall not be entitled to the identity of the student responding unless such student evaluation is used as a basis for dismissal or other disciplinary action and such will be communicated to the students.

d. The data from the student evaluation shall be tabulated and copies sent to the President of the College or his/her designee. The raw data shall be retained by the College for a period of one (1) year during which time the faculty member shall have access thereto upon written request.

e. The President of the College or his/her designee shall review the tabulated data and shall prepare a student evaluation summary and forward a copy to the faculty member by December 15.

f. The faculty member shall have seven (7) working days in which to respond to such summary evaluation.

2. Course Materials

a. The faculty member shall forward to the President of the College or his/her designee no later than the end of the second (2nd) week of classes in each semester the following materials for each course:

(1) Course outline;

(2) Instructional objectives and requirements students must meet to complete the course; and

(3) Description of procedures to be used in evaluating students.

The confidentiality of these materials shall be maintained.

b. Upon request of the affected unit member the President of the College or his/her designee shall consider advisory input from the appropriate department chair/curriculum coordinator relating to the unit member's course materials.

c. The President of the College or his/her designee shall review the course materials and, except for tenured faculty during a non-evaluation year, evaluate them. In reviewing said materials the President of the College or his/her designee may seek additional information from other sources he/she may deem appropriate, including but not limited to department chair.

d. The President of the College or his/her designee shall return all course materials to the faculty member and, except for tenured faculty during a non-evaluation year, a copy of the evaluation of the course materials by the end of the fifth (5th) week of classes in each semester and, if requested, shall meet and confer with the faculty member to discuss the reasons therefor.

e. The faculty member shall have seven (7) working days in which to respond to the evaluation.

3. Classroom Observation

a. The President of the College or his/her designee shall conduct at least one (1) classroom observation per academic year, except for tenured faculty during a non-evaluation year.

b. Each faculty member shall be advised of a two (2) week period during which the President of the College or his/her designee shall conduct classroom observation; provided that each faculty member shall be given at least twenty-four (24) hours' notice of the date of classroom observation; provided, however, that a one (1) time postponement may be requested by a faculty member, if requested twenty-four (24) hours in advance. Each faculty member may submit to the President of the College or his/her designee supplementary course materials regarding the planned classroom activities during said two (2) week period.

c. Pre- and Post-Observation Conferences: For each classroom observation conducted by the President of the College or his/her designee there shall upon request of the affected unit member occur a pre-observation and post-observation conference between the unit member and the President of the College or his/her designee. The post-observation conference shall occur not later than two (2) weeks after the classroom observation unless otherwise mutually agreed.

d. The President of the College or his/her designee shall within fourteen (14) days of observation prepare an evaluation of the classroom observation in accordance with the criteria set forth in 13.02A and shall forward a copy to the faculty member.

e. The faculty member shall have seven (7) working days in which to respond to the evaluation.

4. Student Advisement and College Service

a. The President of the College or his/her designee shall evaluate, except for tenured faculty during a non-evaluation year, the performance of the unit member's assigned duties and responsibilities consistent with the criteria established in this Article. The procedure for evaluating performance shall be as hereinafter described.

b. The faculty member shall submit documentation relating to performance of his/her duties and responsibilities, including but not limited to a log of student advisement and college service activities to the President of the College or his/her designee by the last day of classes in each semester. A tenured unit member shall be required to submit only a log of student advisement and a list of college service activities performed during a non-evaluation year.

c. The President of the College or his/her designee shall review the document(s) and may seek additional information from other sources he/she deems appropriate. The President of the College or his/her designee shall prepare an evaluation of student advisement and college service performed since the last such evaluation and shall forward a copy of the evaluation and, if requested, shall meet and confer with the faculty member to discuss the reasons therefor.

d. The faculty member shall have seven (7) working days in which to respond to the evaluation.

5. Summary Evaluation

The President of the College or his/her designee shall after receipt of all the foregoing evaluation components and prior to February 1 develop a summary evaluation of each faculty member, except for tenured faculty during a non-evaluation year, and shall consider only the foregoing evaluation components. The results of the components shall be applied in a uniform manner and shall be assigned the following weights:

Student Evaluation	30%
Course Materials Evaluation	25%
Classroom Observation Evaluation	25%
Student Advisement Evaluation	10%
College Service Evaluation	10%

A copy of the summary evaluation shall be forwarded to the faculty member by February 1, upon receipt of which the faculty member shall have seven (7) working days to respond to the summary evaluation.

13.03 Evaluation of Professional Staff Members

A. Professional Staff Evaluation Criteria

Evaluation of professional staff shall be uniformly applied and based on total job performance, including the following criteria:

1. Professional performance including:
    a. conformance with assigned workload as established by the appropriate administrator in accordance with Article XII; and
    b. the rendering of effective assistance to students, faculty and staff of the College, individually and/or collectively in accordance with Article XII.
2. Student advising competency and accessibility, if appropriate.
3. College service, including:
    a. serving as advisor to student activities; and/or
    b. serving on governance, ad hoc, college standing committees, system-wide task forces or committees, or labor/management committees; and/or
    c. preparing grant proposals; and/or
    d. participating in college, division, department or other related college meetings and/or activities as the President of the College or his/her designee may deem appropriate; and/or
    e. participation in the improvement and development of academic programs and resources, including recruitment.
4. Assigned instructional responsibilities and related preparation in accordance with Article XII

B. Procedure

The procedure for evaluating professional staff members shall consist of three (3) processes: (1) work performance evaluation, (2) student advisement and college service, and (3) summary evaluation. The foregoing procedure shall be implemented on an annual basis except as provided in 13.04.

1. Evaluation of Work Performance

a. Pre-Evaluation Conference

By July 1 or the beginning of a professional staff member's appointment, the President of the College or his/her designee shall request a pre-evaluation conference with the affected professional staff member for the purpose of developing his/her position description, which shall contain a list of duties and responsibilities and may include mutually agreeable work objectives, if appropriate. The professional staff member shall not be required to participate in this conference. The President of the College or his/her designee shall upon request meet with a professional staff member during the evaluation year to discuss his/her progress.

b. The President of the College or his/her designee shall complete the work performance evaluation by January 15 of the first appointment and by June 1 of the first and subsequent appointments, except for tenured professional staff members during a non-evaluation year. The professional staff member shall receive a copy of the evaluation and shall have seven (7) working days in which to respond to the evaluation.

c. Post-Evaluation Conference

The President of the College or his/her designee shall upon request meet and confer with the professional staff member to discuss the reasons for his/her evaluation within fourteen (14) days following the completion of said evaluation.

2. Evaluation of Student Advisement and College Service

a. The professional staff member shall submit to the President of the College or his/her designee documentation relating to performance of his/her duties and responsibilities, including but not limited to a log of student advisement, if appropriate, and college service activities by December 30 and May 30. A tenured professional staff member shall be required to submit only a log of student advisement and a list of college service activities performed during a non-evaluation year.

b. The President of the College or his/her designee shall review the document(s) and prepare an evaluation of student advisement and college service, except for tenured professional staff members in non-evaluation year. He/she may seek additional information from other sources. The President of the College or his/her designee shall forward a copy of the evaluation to the professional staff member by January 15 of the first appointment and by June 10 of the first and subsequent appointments and shall if requested meet and confer with the professional staff member to discuss the reasons therefor.

c. The professional staff member shall have seven (7) working days in which to respond to the evaluation.

3. Summary Evaluation

The President of the College or his/her designee shall after receipt of all the foregoing evaluation components and prior to February 1 of the first appointment and by June 15 of the first and subsequent appointments develop a summary evaluation of each professional staff member, except for tenured professional staff members in a non-evaluation year, and shall consider only the foregoing evaluation components. The results of the components shall be applied in a uniform manner and shall be assigned the following weights:

Work Performance	90%
College Service	10%

13.04 Evaluation of Tenured Unit Members

A. Upon receiving tenure, a unit member shall receive a summary evaluation every other year; provided, however, that a tenured unit member who receives an unsatisfactory summary evaluation shall again be evaluated in the subsequent year.

B. For all faculty members tenured during the 1983-86 Collective Bargaining Agreement or earlier, one-half shall be evaluated in all components as well as a summary evaluation during the academic year 1987-1988; and one-half during the academic year 1988-1989 in order of inverse seniority within a division.

C. For all professional staff members tenured during the 1983-86 Collective Bargaining Agreement or earlier, one-half shall be evaluated in all components as well as a summary evaluation by June 15, 1988; and one-half by June 15, 1989, in order of inverse seniority.

D. All faculty members receiving tenure during the 1986-89 Collective Bargaining Agreement or later shall not be evaluated during the first year of tenure. All professional staff members receiving tenure during the 1986-89 Collective Bargaining Agreement or later shall not be evaluated during the first year of tenure after having moved to a June evaluation cycle.

E. If a tenured faculty member is on leave status of any kind during the fall semester in a year in which he/she is scheduled to be evaluated, or if a tenured professional staff member is on leave status of any kind for more than six (6) months during a fiscal year in which he/she is scheduled to be evaluated, he/she shall be evaluated during the next year in which he/she returns to the College and every other year thereafter.

F. At the end of each semester in a tenured unit member's non-evaluation year, the President of the College or his/her designee shall forward to the unit member a written acknowledgement listing those components required to be submitted and so received by the President or his/her designee and returned to the unit member (See Workload Materials Acknowlegement, XII-2, in the Form Supplement).

13.05 Reallocation of Weights Assigned to Evaluation Components

The weights assigned to evaluation components shall be reallocated proportionally as determined by the President of the College or his/her designee, if the workload assignments of a unit member have been adjusted by assigning non-instructional activities to a faculty member pursuant to Article 12.03.

13.06 Written Reasons

Upon request, a unit member shall be provided with written reasons for his/her evaluation(s).

FORM SUPPLEMENT

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XIII-E1 (S)	Student Evaluation Summary	Page No.	xiv
XIII-E2	Course/Instructional Materials Evaluation Form	Page No.	xv
XIII-E2	Attachment	Page No.	xvii
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XIII-E7	Professional Staff Position Description	Page No.	xxi
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XIII-E9	Professional Staff Summary Evaluation	Page No.	xxixv

ARTICLE XIV – CRITERIA AND PROCESS FOR PROMOTION OF FACULTY AND PROFESSIONAL STAFF UNIT MEMBERS

14.01 A promotion shall be defined as one step increase on the salary schedule in addition to the step increase as provided in Article 21.03.

14.02 Eligibility for Promotion

A. Unit members who meet the following minimum qualifications shall be considered for promotion to the next higher step on the Salary Schedule, pursuant to the provisions of Article XXI.

B. The unit member must have been deemed other than unsatisfactory on his/her most recent summary evaluation.

C. A unit member shall be eligible to apply for promotion when he/she has served two years in the bargaining unit from his/her initial appointment or since his/her last promotion, whichever is later.

D. As of the date of execution of this Agreement, unit members holding the following ranks or classifications shall be eligible for no more than the following number of promotions during the course of employment in the Community Colleges:

Instructor/Professional Staff I	Four
Assistant Professor/Professional Staff II	Three
Associate Professor/Professional Staff III	Two
Professor/Professional Staff IV	One

14.03 Announcement of Promotional Opportunities

A. In accordance with Article 21.04 there shall be established at each College in the second and third years of the contract a pool equivalent to .25% of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account before the implementation of the new salary schedule or the granting of any step or base rate increases, which will be used for promotions.

B. The President of the College shall by October 1 each year declare the number of potential promotions as determined by the President of the College that he/she intends to utilize for qualified unit members. Each College shall make reasonable efforts, where financially practicable, to add an amount of money from the State Maintenance Account equivalent to .5% of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account before the implementation of the new salary schedule or the granting of any step or base rate increases, to the pool established in 14.03A above.

C. The President of the College or his/her designee shall not impose or use any quotas of any kind by rank or classification, college, department, division or work area and no such quota shall govern the eligibility for promotion of any unit member.

D. Notwithstanding any provision in this Agreement to the contrary, the President of the College shall not be required to award more promotions than the pool can fund; provided, however, that the President will award as many promotions as the promotion pool will fully fund; provided further that the President shall not be precluded from funding additional promotions from other sources in his/her sole discretion.

14.04 Procedures

A. Each unit member who is eligible for promotion pursuant to the criteria specified in this Agreement may apply for promotion to his/her immediate supervisor with a copy to the appropriate Dean prior to October 15 (See Faculty/Professional Staff Promotion Application, XIV-1, in Form Supplement).

B. The immediate supervisor shall apply the following criteria uniformly and shall make a recommendation for or against promotion of those unit members eligible to be considered for promotion under the provisions of this Article. In making his/her recommendations, the immediate supervisor shall consider only the following in priority order:

1. The unit member's performance, including all relevant material in his/her file since his/her last promotion or appointment to the College, whichever is more recent;
2. The unit member's seniority.

The immediate supervisor shall apply the criteria in B above uniformly within his/her area of supervision.

C. For those unit members being recommended for promotion, a list up to the number of promotional opportunities shall be established and forwarded to the appropriate Dean and on request to eligible unit members prior to March 1. The immediate supervisor shall, on request, provide a written statement of reasons to a unit member placed lower on the priority list.

D. The appropritate Dean(s) shall review the recommendations and shall submit a prioritized list up to the number of promotional opportunities to the President of the College and on request to eligible unit members prior to April 1. The Dean shall consider only the criteria listed in 14.04B as they apply to his/her area of supervision. If the Dean disagrees with the immediate supervisor and changes the order of priority, the Dean shall give a statement of reasons in writing to the affected unit member.

E. The President of the College shall review the recommendations of the immediate supervisor and the appropriate n(s) and shall consider only the criteria listed in 14.04B as they relate to the College in making his/her recommendations to the Board. If the President of the College disagrees with the Dean and changes the order of priority, he/she shall give a statement of reasons in writing to the affected unit member.

F. Promotions shall become effective on the first (1st) day of the October pay period for faculty members and for professional staff.

G. It is expressly understood that the provisions of this Article shall be applied in a manner which is not arbitrary, capricious, discriminatory or unreasonable.

14.05 Non-State Appropriated Funding

Service provided by a unit member while on non-state appropriated funding shall be counted for the purposes of this Article in the event that such unit member becomes an "01" employee; provided, however, that at the time of making application for a grant the President of the College or his/her designee shall when otherwise financially practicable and in conformance with law make reasonable efforts to request sufficient funds to allow for the promotion process for non-state appropriated funded unit members. It is understood by the parties that eligibility and criteria for promotion for non-state appropriated funded unit members shall be the same as for state-funded members.

FORM SUPPLEMENT

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ARTICLE XIV-A – CRITERIA AND PROCESS FOR CHANGE OF RANK OF FACULTY AND PROFESSIONAL STAFF UNIT MEMBERS

14A.01 Rank and Classification System

A. There shall be four (4) ranks for faculty members:

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Professor

B. There shall be four (4) classifications for professional staff unit members:

1. Professional Staff I
2. Professional Staff II
3. Professional Staff III
4. Professional Staff IV

14A.02 Eligibility for Promotion

A. Faculty and professional staff unit members who meet the following minimum qualifications shall be considered for change to a higher faculty rank or professional staff classification:

1. The unit member must have served at least two (2) years in his/her present faculty rank at his/her College as of September 15 or professional staff classification as of July 15.
2. The unit member must have been deemed other than unsatisfactory on his/her most recent summary evaluation.
3. Qualifications for change of rank hereinafter set forth are not to be construed to limit the right of the recommending authorities to specify additional criteria when such criteria are customarily required for specialized or professional areas.

B. Minimum Qualifications for Consideration for Change of Rank For Faculty

Rank	*Degree**	*Time in Rank*	*Total Experience*
Assistant Professor	Doctorate	2 years	4 years
	Master's + 15-30 gr. cr. hrs.	2 years	5 years
	Master's or equivalent	2 years	6 years
Associate Professor	Doctorate	2 years	6 years
	Master's + 15-30 gr. cr. hrs.	2 years	7 years
	Master's or equivalent	2 years	8 years
Professor	Doctorate	2 years	8 years
	Master's + 15-30 gr. cr. hrs.	2 years	9 years
	Master's or equivalent	2 years	10 years

*Degrees must be from regionally accredited institutions.

C. Computation of Total Experience for Faculty

For purposes of determining total experience, prior experience shall be credited as follows:

1. One (1) year of credit for each year of teaching experience within the Community Colleges or at a community college outside the System;
2. One (1) year of credit for each year of prior full-time post-secondary teaching at other than a community college;
3. One-half (½) year of credit for each year of prior related work experience to a maximum of ten (10) years of credit;
4. One-half (½) year of credit for each year of full-time directly related professional staff responsibilities at the college level;
5. One-half (½) year of credit for each year of full-time elementary or secondary school directly related teaching experience to a maximum of ten (10) years of experience.
6. A Master's Degree plus fifteen (15) — thirty (30) graduate credit hours shall be the equivalent of one (1) year of experience.
7. A Doctorate shall be the equivalent of two (2) years of experience.

D. Minimum Qualifications for Consideration for Change of Rank for Professional Staff

Class.	*Degree**	*Time in Class.*	*Total Experience*
Prof. Staff II	Doctorate	2 years	4 years
	Master's + 15-30 gr. cr. hrs.	2 years	5 years
	Master's or equivalent	2 years	6 years
Prof. Staff III	Doctorate	2 years	6 years
	Master's + 15-30 gr. cr. hrs.	2 years	7 years
	Master's or equivalent	2 years	8 years
Prof. Staff IV	Doctorate	2 years	8 years
	Master's + 15-30 gr. cr. hrs.	2 years	9 years
	Master's or equivalent	2 years	10 years

*Degrees must be from regionally accredited institutions.

E. Computation of Total Experience for Professional Staff

1. One (1) year of credit for each year of experience in a directly related professional staff function within the Community College System or at a community college outside the System;
2. One (1) year of credit for each year of prior post-secondary experience in a directly related professional staff function at other than a community college;
3. One-half (½) year of credit for each year of prior related work experience to a maximum of ten (10) years of credit;
4. One-half (½) year of credit for each year of full-time college teaching experience;
5. One-half (½) year of credit for each year of full-time elementary or secondary school directly related professional staff function to a maximum of ten (10) years of credit;
6. A Master's Degree plus fifteen (15) — thirty (30) graduate credit hours shall be the equivalent of one (1) year of experience.
7. A Doctorate shall be the equivalent of two (2) years of experience.

F. Conditions

1. Part-time work and/or teaching experience shall be credited proportionally on the aforementioned criteria. No fractional total shall be credited.
2. No credit shall be given for summer session or evening division employment.
3. The Board may in its discretion waive the degree and/or experience criteria.
4. Degree requirements shall not apply to any unit member presently employed who does not have a Master's Degree.

G. Fulfillment of the minimum formal requirements for change to a higher rank or classification and/or recommendations by the President of the College creates no right to change in rank or classification by implication and such authority remains within the sole discretion of the Board.

H. The President of the College may waive the time in rank or classification and/or education and experience criteria requirement.

14A.03 Procedures

A. The President of the College shall not impose or use any quotas of any kind by rank or classification, college, department, division or work area and no such quota shall govern the eligibility for the change in rank of any unit member.

B. Beginning with title changes effective in 1988, all unit members who meet the eligibility criteria in 14A.02 A1, A2 and A3 shall automatically be considered for change in rank or classification. The appropriate Dean shall determine who meets the above-referenced eligibility criteria and shall then forward to the President of the College by March 15 each year his/her recommendation for a change in rank or classification or no change based upon the additional criteria provided in 14A.04.

C. The President of the College shall review the recommendations of the Deans and shall announce his/her decision by April 15.

14A.04 Additional Qualifications

In addition to meeting the above-listed qualifications for the title changes effective in 1988, a unit member who also meets at least one of the following four criteria since the last change in rank or date of hire, whichever is later:

A. evidence of significant relevant professional development;

B. significant contribution to the College or community service;

C. falling in the top 20% of the College faculty in his/her most recent two successive student evaluations;

D. highly effective instructional performance of a faculty member or highly effective performance of a professional staff member in the professional judgment of the President of the College;

shall be accorded a change in rank; provided the additional criteria will not be used in any monetary award; provided further that it is the express intent of the parties that these additional criteria shall neither restrict nor expand the bases used for monetary awards in the 1983-86 Collective Bargaining Agreement which continued in this Agreement.

14A.05 It is expressly agreed that the implementation of this Article shall not result in the reduction of rank or classification of any unit member.

ARTICLE XV – TERMINATION, DISMISSAL, DISCIPLINE & RESIGNATION

15.01 Termination

Due notice of intention of the Board to terminate a unit member must be provided in accordance with Article XI.

15.02 Dismissal

Dismissal is defined as the discharging of a unit member for just cause prior to the expiration of his/her appointment and shall not be invoked except through due process.

1. Charges relating to dismissal must be filed with the President of the College and may be filed only by the appropriate administrator to whom the individual is responsible, except that charges may also be made by the President of the College.
2. The President of the College shall notify the unit member that he/she shall be recommended for dismissal and, if appropriate request is made, the dismissal shall be preceded by a discussion with the President of the College. The matter may be concluded by mutual consent of the parties at this point.
3. a. If the matter is not concluded, the President of the College shall frame with reasonable particularity a formal statement of charges and shall serve the statement of charges upon the unit member. The unit member may be represented by the Association.

   b. Within ten (10) days of the service of the statement of charges upon the unit member, he/she shall indicate in writing whether he/she requests a formal hearing. If no such request is received within (10) days, it shall be presumed that the unit member waives his/her right to a hearing.
4. The President of the College shall conduct the hearing, if held.
5. During the hearing, the unit member shall be entitled to have counsel of his/her choice which may include representation by the Association.
6. A verbatim record of the hearing shall be taken and a copy shall be made available to the unit member at his/her request for inspection and copying; provided that the Board and the Association shall share the cost of providing a copy of the transcript to the unit member.

7. a. The unit member shall be afforded an opportunity to obtain necessary witnesses and documentary evidence and the President of the College shall to the extent practicable secure the cooperation of such witnesses and make available necessary documents and other evidence within his/her control.

   b. The unit member and the College shall have the right to confront and cross-examine all adverse witnesses. When a witness cannot or will not appear, but the President of the College determines that the interests of fairness require admission of his/her affidavit, the President of the College shall identify the witness, disclose his/her affidavit, and give such statement appropriate probative weight in view of the parties' inability to cross-examine.

8. If the decision is for dismissal, the affected unit member may appeal to the Chancellor or his/her designee within ten (10) days after receipt of the decision. The entire record so established, including the transcript, shall form the grievance record and shall be forwarded to the Chancellor or his/her designee upon receipt of the Step One Appeal. Said appeal shall be construed as a grievance at Step Two of the Grievance Procedure, Article X, but the following expedited procedure shall apply:

   a. The Chancellor or his/her designee shall meet with the affected unit member for the purpose of conducting a hearing and shall render a written decision within fifteen (15) calendar days of receipt of the appeal.

   b. Within fifteen (15) calendar days after receipt of the decision of the Chancellor or his/her designee or within fifteen (15) days after it was due, the Association may initiate arbitration of a grievance involving dismissal of a unit member in accordance with the rules of the American Arbitration Association.

15.03 **Discipline**

Nothing in this Article shall preclude the Board or its representatives from disciplining unit members by means less than discharge, including but not limited to suspension with or without pay, provided that such discipline shall be for just cause; and provided further that a unit member who is suspended without pay shall upon written request be entitled to a hearing within fourteen (14) calendar days after receipt of such request and to back pay in the event the suspension is reversed.

15.04 **Resignation**

A unit member shall give notice of resignation at least thirty (30) calendar days prior to the effective date of resignation, unless otherwise mutually agreed by the unit member and the President of the College or his/her designee.

15.05 Unless otherwise specifically modified herein, the provision of Article X shall be applicable to this Article.

ARTICLE XVI – FILLING OF VACANCIES IN THE BARGAINING UNIT

16.01 A notice of vacancy in the bargaining unit shall be dated and shall include a statement of duties, position title, salary range for the position, anticipated effective date, closing date of application and all qualifications for said position as determined by the President of the College or his/her designee and shall indicate the unit status of the position.

All notices of said vacancies shall be posted on bulletin boards customarily used to notify unit members. In addition, the Board shall administer Article XVI in a manner consistent with Article VIII and the Board's Affirmative Action Policy.

Copies of all unit vacancies as described above shall be forwarded to the President of the Association or his/her designee and the local Chapter President within three (3) days after the President of the College or his/her designee determines that a vacancy exists.

16.02 Vacancies as defined shall be filled by unit members within the College at which the vacancy occurs when in the professional judgment of the President of the College or his/her designee such unit members are the best qualified applicants. If the President of the College or his/her designee determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

1. to the retrenched unit member within the Community College System;
2. to the unit member within the department where the vacancy occurs;
3. to the unit member at the College where the vacancy occurs;
4. to the unit member employed at another college in the Community College System.

Any appointments to a vacancy shall be consistent with the affirmative action goals and in accordance with the Board's Affirmative Action Policy.

ARTICLE XVII – TRANSFER

17.01 **Transfer Procedures**

In the event the transfer is initiated by the unit member, application for transfer shall be made directly to the President of the College or his/her designee to which or within which transfer is desired; provided, however, that applicants shall inform the President of the College from which transfer is desired of any such application at the time application is made. Candidates for transfer are subject to the same selection procedures as any other application for an available position. It is expressly understood that transfer is not automatic and is subject to the discretion of the receiving College; provided that if the President of the receiving College or his/her designee determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

1. to the unit member within the department where the vacancy occurs;
2. to the unit member at the College where the vacancy occurs;
3. to the unit member employed at another College in the Community College System.

17.02 A unit member who is tenured at the time of his/her transfer to another Community College shall retain his/her tenure. A unit member with a regular appointment which provides him/her a just cause standard for termination shall retain such standard upon his/her transfer to another Community College.

ARTICLE XVIII – NOTICES

18.01 Written Notices, Communications, Etc.

All notices, recommendations, reports and official communications required by this Agreement shall be in writing and shall be deemed to be given if delivered by hand or if mailed certified mail, return receipt requested, or first class mail, and addressed to the person concerned at his/her address as shown on the records of the College or if to administrators of the College or the Board to their regular place of official business.

18.02 Notice of Class Cancellations

If classes are cancelled all faculty and professional staff shall be notified in accordance with the notification procedure established at each College that they need not report to work; provided, however, that during the semester break, when classes are not in session, professional staff unit members shall be notified in accordance with the same procedure. Such procedure shall provide for either radio or telephone notice or both to be given at least one (1) hour prior to the beginning of the first (1st) scheduled class. In emergency situations, notice shall be given as soon as is practicable thereafter.

ARTICLE XIX – RETRENCHMENT

19.01 Basis for Retrenchment

A. The Board may from time to time retrench one (1) or more members of the bargaining unit whenever in the exercise of its sole discretion it shall have determined that such retrenchment is required due to bona fide financial reasons or where there occurs within an institution a bona fide discontinuance, reduction or shift in academic emphasis or professional service needs or for other related bona fide programmatic reasons.

B. The provisions of this Article shall exclusively govern the discontinued employment of a member (s) of the bargaining unit prior to the expiration of his/her term of appointment through no fault or delinquency on his/her part. It is clearly understood that the nonreappointment of unit members pursuant to the provisions of Article XI is not covered by the terms of this Article.

C. The President of the College shall notify both the President of the Association and the Chapter President in writing of impending retrenchment of unit member (s) and the reasons therefor, including any available documentary evidence pertaining thereto. The President of the Association or his/her designee may respond in writing to the President of the College as to his/her judgments and recommendations based upon the contents of the initial notification letter and/or subsequent to the consultation process described in 19.02.

D. Notification

In addition to the notification given to the President of the Association under Article 19.01 C, notice of retrenchment to affected unit member (s) shall be made pursuant to the following terms and conditions:

1. Whenever the President of the College shall have determined that any unit member shall be retrenched under this Article, the President of the College or his/her designee shall give notice of retrenchment to the affected unit member and the effective date of such retrenchment.
2. Such notice shall be sent to the unit member affected as soon as practicable recognizing that, where circumstances permit, it is desirable that the effective date of said notice be sixty (60) days prior to the semester in which the employment of said retrenched unit member (s) shall be discontinued.

19.02 Consultation

A. In addition to notifying the President of the Association and the President of the Chapter as hereinbefore provided, the President of the College or his/her designee shall meet and confer with the President of the Association or his/her designee regarding the administration's plans for the retrenchment of unit members and the reasons therefor.

B. Accurate information, statistics or financial data related to any change or plan shall be made available by the President of the College or his/her designee for inspection and/or copying upon request of the President of the Association or his/her designee; provided, however, that this shall not require the College to compile such information, statistics or financial data in the form requested unless already compiled in that form.

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C. In adopting a plan of retrenchment, the judgment of the Board upon recommendation of the College shall be final; provided, however, that said retrenchment shall not be made in an arbitrary, capricious or unreasonable manner.

D. If and when retrenchment is to occur and it is otherwise financially practicable, the College shall make reasonable efforts to utilize attrition in order to effect the required reductions of unit members.

19.03 Reassignment

Whenever it shall have been determined to be necessary to retrench any unit member, the College shall reassign an affected unit member to a position within another division, department/work area or professional service area within the College at which the retrenchment occurs; provided, however, that such reassignment shall only be made to a then existing vacancy in such department/work area or professional service area. No such reassignments shall be made unless such unit member is qualified for such reassignment as determined by the President of the College or his/her designee. A unit member shall be deemed to be qualified by the President of the College or his/her designee if he/she has taught at least eight (8) sections at the college in the work area to which the reassignment is to occur, or, if the provisions of the retraining article, Article 19.08, apply. Such reassignment shall not be made without the assent of the unit member.

19.04 Retrenchment Procedure

A. The President of the College shall make reasonable efforts to effect the required retrenchment by exhausting attrition and reassignment.

B. Once a determination has been made to retrench unit members within a particular division, department, work area or professional service area the order of retrenchment shall be:

1. part-time employees in the affected work area;
2. temporary employees in the affected work area;
3. unit members in the affected work area according to reverse seniority.

C. In selecting among and between full-time unit members, the seniority of each unit member within any department/work area/program, whichever is appropriate, at a College shall determine the order in which he/she shall be retrenched from that department/work area/program area, whichever is appropriate, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those unit members to be retained are by training, academic credentials, and/or experience as determined by the President of the College or his/her designee qualified to teach the remaining courses offered by such department or within such program area; provided further that if a unit member is qualified to teach in more than one department/work area/program according to the criterion of having taught eight (8) sections in that work area, then college-wide seniority in the professional staff work unit and faculty work unit shall prevail in the event of retrenchment.

D. A unit member who is aggrieved by the order of retrenchment shall upon request be notified of the reasons for such retrenchment as it relates to his/her employment being discontinued.

19.05 Seniority

A. Seniority shall mean a unit member's length of continuous full-time unit service in the professional staff work unit and the faculty work unit at his/her College; provided, however, that seniority for returning administrators shall be calculated pursuant to the provisions of Article 11.04. Continuity of service shall not be broken by a leave of absence, whether paid or unpaid, unless otherwise provided in this Agreement. Seniority shall accrue during a paid leave but shall not accrue during an unpaid leave.

B. Seniority of a unit member who was on non-state appropriated funds shall be counted on a one (1) year to one (1) year basis in the event that such unit member becomes an "01" employee; provided, however, there is no break in service.

C. Within sixty (60) days after the execution of this Agreement and by October 15 each year thereafter, the President of the College or his/her designee shall forward to the President of the Association or his/her designee a seniority list, which shall indicate a unit member's college-wide seniority in the professional staff work unit and the faculty work unit and the unit member's seniority in his/her department(s)/program area(s)/work area(s), whichever is appropriate.

19.06 Lay-Off Status

A. If a unit member is retrenched, no one shall be appointed to perform the released unit member's function within a period of four (4) years from the date of retrenchment; provided, however, that on or before June 10 of each calendar year subsequent to the date of retrenchment the released unit member shall give written notice by certified mail, return receipt requested, to the President of the College or his/her designee of his/her intention to be available on the recall list. Subject to the notice requirement as hereinbefore provided, such released unit member shall remain on the recall list until (1) he/she has been offered reappointment to his/her former function with equivalent tenure and no loss of benefits, or (2) said unit member has failed to meet his/her obligations under the provisions of this Article, (3) but not longer than four (4) years after the effective date of retrenchment.

B. Notice of vacancies shall be sent to the President of the Association by the President of each College or his/her designee.

19.07 Recall

A. Whenever during the term of this Agreement it shall be determined to fill in whole or in part any unit position in any work area in which retrenchment has earlier taken place, the President of the College shall recall in inverse order of retrenchment the appropriate unit member who shall have been retrenched from such work area; provided that he/she is qualified by training and/or experience to perform the duties of the position. Whenever an offer to recall has been extended and refused by a unit member, the offer to recall shall be extended to the next unit member on the recall list. For any unit member who accepts a recall appointment to his/her College, all previously accrued seniority and other contract rights shall be retained.

B. In addition, a unit member who is retrenched and is deemed qualified by his/her training, academic credentials and/or experience as determined by the President of the receiving College or his/her designee for any available vacant unit position at the receiving college shall be given priority of consideration. A unit member who is tenured at the time of his/her hire at another Community College shall retain his/her tenure. A unit member with a regular appointment which provides him/her a just cause standard for termination shall retain such a standard upon his/her hire at another Community College.

19.08 Retraining

A. Any unit member facing retrenchment shall be eligible for consideration for sabbatical leave regardless of his/her length of service and, if recommended by the President of the College or his/her designee to retrain for a suitable position which would be available concurrent with the date of retrenchment, such sabbatical leave shall be granted subject to the approval of the Board.

B. No later than sixty (60) days after execution and ratification of this Agreement, the Joint Study Committee shall establish a retrenchment retraining subcommittee which shall study and report on the feasibility of providing retraining opportunities for retrenched unit members.

C. A unit member who is retrenched or who shall foreseeably be retrenched may request the approval of the President of the College or his/her designee to enter a retraining program without cost to the College and if such approval is granted he/she shall be extended priority of consideration for any position which the President of the College or his/her designee deems the unit member is qualified for subject to the availability of a position. Said retrenched unit member shall, upon acceptance in the regular day program at a public college or university within the Commonwealth, be granted a full tuition remission for the purposes of retraining subject to the approval of the Board of Regents or their designee.

ARTICLE XX – DEPARTMENT CHAIRS/CURRICULUM COORDINATORS/PROGRAM COORDINATORS

20.01 Department Chairs/Curriculum Coordinators/Program Coordinators

The President of the College or his/her designee may appoint on an annual basis a unit member as a department chair to assist in the coordination and/or supervision of instruction. Each such department chair shall have a job description specifying duties and responsibilities consistent with this Article and the needs of the College and he/she shall be responsible to the President of the College or his/her designee for performing such.

20.02 Appointment

The department chair/curriculum coordinator/program coordinator shall be appointed by the President of the College in accordance with the procedures described in this Article. The term of the department chair shall be for a renewable term of one (1) year unless a vacancy is declared to exist by the President of the College as hereinafter provided or unless the department chair is unable to serve.

20.03 Withdrawal from Duties

Notification of at least one (1) semester shall be given by a department chair whenever he/she does not wish to continue in the position of department chair. A department chair who is the only full-time faculty member in a department or work area cannot resign the department chair's responsibilities without also resigning his/her faculty position.

20.04 Jurisdiction

The provisions of this Article shall be applicable to all unit members performing the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator.

20.05 Department Chair/Curriculum Coordinator (Work Area)

A department chair (work area) may be responsible for the following duties:

A. The submission of the preferred subject matter preparation and preferred class schedule of unit members within his/her department consistent with Article XII.

B. Implementing the process of evaluation of course materials contained in Article XIII. The department chair (work area) shall not be involved in whole or in part in any other evaluation process and shall not participate in any personnel action recommendations.

C. Advise on the discipline competency of all applicants for vacancies within the department after consultation with members of the department.

D. Other duties may be assigned to a department chair (work area) if specifically contained in a job description and such duties are consistent with the needs of the College and the provisions of this Article.

20.06 Department Chair/Curriculum Coordinator (Program)

The department chair (program) may be responsible for the following duties:

A. Assist in the recruitment and orientation of new instructional staff;

B. Advise on the instructional competency of all applicants for vacant positions within the program after consultation with members of the program unit;

C. Submit the preferred subject matter preparation and class schedule of unit members within his/her program consistent with Article XII;

D. Supervise the development of instructional materials and assist in conducting research on the effectiveness of the instructional program consistent with the philosophy and objectives of the College, the requirements of external and/or regulatory agencies and Article VII of this Agreement;

E. Instruct courses or portions thereof within the program as appropriate;

F. Assist in the implementation of the following evaluation processes as contained in Article XIII.

   1. The process of evaluation of course materials.
   2. The process for classroom observation in a clinical or laboratory-like setting wherein the student is developing a variety of occupational and/or preprofessional skills fundamental to the students' performance after completion of designated programs. The department chair (program) shall not implement the process for evaluation by students nor the process for classroom observation where didactic instruction is involved.

G. Encourage faculty to develop new methods of instruction;

H. Develop and prepare for submission all reports and accreditation materials required by governing or accrediting agencies;

I. Participate in the formulation of the program's budget and administer it within the prescribed limits established by the College;

J. Evaluate and make recommendations for any employees not in the faculty/professional staff unit assigned to his/her program area;

K. Cooperate with the President of the College or his/her designee in the development, dissemination and implementation of Board/College policy, regulations and procedures;

L. Meet with the Advisory Committees which support or influence the instructional program in cooperation with his/her supervisor. Establish liaison and cooperation with external agencies essential to the implementation of the program particularly where use of external facilities or resource personnel is required;

M. Cooperate and facilitate cooperation with other program areas and/or departments, learning resources, student services and administrative services within the College;

N. The designated administrator shall implement all evaluation processes for the department chair and the coordinator, if said coordinator does not report to a department chair. If the coordinator reports to a department chair, the process for the evaluation of course materials shall be performed by the department chair;

O. Other duties may be assigned if specifically contained in a job description and such duties are consistent with the needs of the College and the provisions of this Article;

P. The department chair (program) shall be responsible for the total implementation of a college program and/or curriculum defined as a series of diverse courses usually leading to a certificate or associate degree and which require multiple faculty in order to provide core courses and where accreditation, licensure or other external governing agencies require a member defined within the unit to perform supervisory functions for approval, maintenance or continuance of the program.

20.07 Procedure for the Selection of Department Chair*

At least two (2) months prior to the expiration of a term of office of a department chair, or upon a declaration of a vacancy, the President of the College shall notify the members of the discipline/work area/program of the need to select a chair. The following procedures shall be followed in the selection of a department chair:

1. The President of the College will post the job description for seven (7) calendar days within the College;
2. The members of the department/program have seven (7) calendar days to make application;
3. At the expiration of this period of time, if the President of the College or his/her designee determines that there are no applicants qualified for the position, the President of the College or his/her designee may post outside the College;
4. When a department chair (discipline/work area) is to be selected, the process shall be:
   At the conclusion of the posted period, members of the department shall meet to review the applicants for the position. Thereafter, the members of the department/program will by secret ballot elect one (1) person from the

applicants and thereafter make a recommendation to the President of the College or his/her disignee. If acceptable, the President of the College shall within ten (10) working days of his/her receipt of such nomination recommend appointment of such nominee to the Board.

If unacceptable, the department shall recommend an additional candidate. If the second nominee is unacceptable, the duties of evaluation of course materials shall be assigned to a non-unit member and the balance of responsibilities contained herein shall be performed by the department/work area member originally recommended to the President of the College or his/her designee.

5. When a department chair (program) is to be selected, the process shall be:
   At the conclusion of the posted period whether by internal or external recruitment processes, members of the department/program shall meet to review all applicants for the position. Thereafter, the members of the program area will by secret ballot determine whether each applicant is qualified according to the qualifications criteria in the job description and certify without ranking them to the President of the College or his/her designee. The President of the College or his/her designee shall recommend the appointment of the department chair (program) to the Board.

* Program Coordinator shall be included in the process.

20.08 Evaluation of Department Chair

A. Each deparment chair shall be evaluated annually by the President of the College or his/her designee in writing not later than March 30 of each contract year. The evaluation shall be based upon the accomplishment of tasks which have been established and agreed upon between the department chair and the President of the College or his/her designee.

The evaluation shall also include the evaluation by each unit member within the work area/program, the results of which shall be recorded on a form (See Department Chair Evaluation Forms XX-1 or XX-2 in Form Supplements); provided, however, that any changes made on the form by the Board shall be preceded by consultation with the Joint Study Committee. The President of the College or his/her designee shall administer the evaluation form in a manner to insure the anonymity of the unit member responding; provided, however, that a department chair who is non-reappointed based on these evaluations may, upon request, have direct access to the evaluations and the identity of the authors thereof. The evaluations by unit members shall be used for the sole purpose of the recommendation to appoint/non-reappoint the department chair.

B. The President of the College or his/her designee shall notify the department chair in writing of his/her recommendation for appointment/non-reappointment based upon the above evaluation process. The department chair may respond within seven (7) working days to the evaluation. After the recommendation is implemented, the department chair evaluations completed by unit members shall be removed from the personnel file of the evaluated unit member.

20.09 Recall

The parties recognize that the recall of a department chair by discipline/work area/program members is an unusual occurrence and that such recall should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a department chair by discipline/work area/program members shall not be used until a department chair has served at least one (1) academic year from the date of appointment.

A. Informal Procedures

Within five (5) working days of the receipt of a statement setting forth specific complaints signed by one-third (⅓) of all full-time department members, the department chair shall meet to confer with all members of the department work area. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed statement.

If the complaints are not resolved to the satisfaction of one-third (⅓) of the full-time department/work area members, the concerned members should next meet informally with the Academic Dean to discuss the matter and obtain, if possible, the Dean's assistance in reaching an informal settlement of said complaints. Failing this the department/work area members may then proceed to the formal recall procedures hereinafter described.

B. Formal Procedures

1. Upon presentation to the Academic Dean of a petition signed by one-third (⅓) of the full-time members of the department/work area, excluding the department chair, stating specific reasons for recalling the department chair, the Academic Dean shall promptly give fourteen (14) calendar days' written notice to all department/work area members setting forth the time, date and place of a meeting to consider the recall petition and to vote on either a motion that the department/work area chair continue in office or a motion to recommend to the President of the College that he/she declare a vacancy to exist in the department/work area.

   The department chair/work area may be present at this meeting.

2. The Academic Dean and an impartial person from the faculty at large, who shall be elected by members of the department/work area, shall conduct the recall meeting, and if the Academic Dean and the members of the department/work area shall have so decided, shall conduct successor meetings for the same purpose. The Academic Dean and such impartial person from the faculty at large shall record any subsequent vote(s) taken within the department/work area on this matter.

3. A vote by secret ballot of the majority of all full-time department/work area members shall be required to recommend to the President of the College or his/her designee that he/she declares a vacancy to exist in the department chair position. If a majority of the department/work area members so vote, the results of the balloting with reasons shall be forwarded to the President of the College or his/her designee. The President of the College shall determine the recall or continuance within ten (10) calendar days and so notify the department/work area with reasons. The President's decision shall be final.

20.10 Workload Reduction

Any unit member who performs the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator as contained in this Article shall receive a workload reduction of at least one (1) section in accordance with Article XII, Section 12.05D, whether or not he/she holds such title.

20.11 Compensation

Any unit member who agrees to perform the duties and responsibilities of a department chair or curriculum coordinator/work area/program coordinator as contained in this Article shall be compensated at the rate of $25.00 for each working hour if he/she agrees to perform such duties between Commencement and the first day of Fall classes, during Winter intersession and during Spring vacation; provided, however, that such compensation shall not be paid for duties performed on assigned professional days as provided in Article 12.03D. It is expressly understood that the President of the College or his/her designee shall inform the department chair, or curriculum coordinator/work area/program coordinator in a timely fashion should he/she desire to secure the services of the aforementioned unit member consistent with this Article.

FORM SUPPLEMENT

XX-1	Department Chair/Curriculm Coordinator Evaluation Form	Page No.	xxv
XX-2	Department Chair/Work Area Evaluation Form	Page No.	xxvi

ARTICLE XXI - SALARY ADJUSTMENTS

21.01 Effective June 29, 1986, unit members will be moved to the closest step on Salary Schedule Column A that is at least three hundred dollars ($300.00) more than their current salary.

21.02 General Salary Rate Increases

A. Effective June 29, 1986, all full-time unit members shall receive a general salary rate adjustment of 1.5% by moving to Salary Schedule Column B.

B. Effective June 28, 1987, all full-time unit members shall receive a general salary rate adjustment of 3.9% by moving to Salary Schedule Column C.

C. Effective June 26, 1988, all full-time unit members shall receive a general salary rate adjustment of 5.0% by moving to Salary Schedule Column D.

21.03 Performance Based Salary Adjustments

A. Effective September 28, 1986, unit members who received other than unsatisfactory on their most recent performance evaluations shall receive performance-based salary adjustments equal to one step on Salary Schedule Column B.

B. Effective September 27, 1987, unit members who received other than unsatisfactory on their most recent performance evaluations shall recieve performance-based salary adjustments equal to one step on Salary Schedule Column C.

C. Effective September 25, 1988, unit members who received other than unsatisfactory on their most recent performance evaluations shall receive performance-based salary adjustments equal to one step on Salary Schedule Column D.

21.04 Promotions

A. Fiscal Year 1988

Effective September 27, 1987, there shall be created at each College a pool of money equivalent to .25 percent of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account as of September 26, 1987, prior to the salary increases of September 27, 1987, as provided for in Article 21.03, to fund promotions in accordance with Article 14.03.

B. Fiscal Year 1989

Effective September 25, 1988, there shall be created at each College a pool of money equivalent to .25 percent of the total annual unit salaries of all current unit members whose salaries were paid from the State Maintenance Account as of September 24, 1988, prior to the salary increases of September 25, 1988, as provided for in Article 21.03, to fund promotions in accordance with Article 14.03.

21.05 Additional Compensation

A. In those Colleges where faculty are currently required to perform duties beyond the academic year as defined in Article 12.03 E1 or may be required to do so in accordance with the provisions of Article 12.03 E2, those faculty members shall receive a salary adjustment in direct proportion to the additional duties assigned, as provided in paragraphs B and C below.

B. In those programs with an instructional component extending beyond the academic year for which the faculty member is responsible for providing direct instruction, such additional compensation shall be based on 1/160 (0.00625) of his/her annual salary for each day worked and shall be in remuneration for both instructional and non-instructional workload in accordance with Article XII. To the extent that a faculty member's assigned instructional summer workload exceeds his/her average instructional workload during the academic year, he/she shall receive an additional 0.00084 of his/her annual salary for each instructional hour beyond that average.

C. Where faculty are only required to perform occasional hours of field-based work, the number of hours shall be determined by the President of the College or his/her designee after consultation with the faculty member before such additional duties are scheduled to commence. Additional compensation shall be computed by multiplying 0.00084 by the faculty member's annual salary by the number of hours assigned.

D. Faculty who are requested to and agree to perform work covered by this Agreement beyond the academic year in the programs listed in Article 12.03 E6 shall be compensated in accordance with paragraphs B and C above.

21.06 Educational Needs/Professional Development

Effective June 29, 1986, again effective June 28, 1987, and effective June 26, 1988, there shall be established at each College a pool of 1% of total salaries for educational needs and professional development purposes. Each pool will be calculated before the application of general increases provided in 21.02. It is understood that these adjustments do not affect base rates. These pools shall be distributed in accordance with the following procedures. Participation in any such program by any member of the bargaining unit shall be undertaken only on a voluntary basis.

A. Purpose

1. To improve teaching and student advising and to develop new course materials and to relate those to a changing curriculum that is itself responsive to the larger needs of society;
2. To develop new teaching skills and an appropriate facility in the use of media, teaching aids and other supportive techniques where those are appropriate;
3. To improve student advising techniques and the faculty member's command of relevant bodies of knowledge in this area;
4. To increase the faculty member's command of the body of knowledge that constitutes his/her own discipline;
5. Where appropriate, to enable a faculty member to develop a command over a body of knowledge in a related discipline;
6. In the case of any professional staff unit member, to improve such professional staff unit member's professional skills and techniques and to relate those to a changing curriculum that is itself responsive to the larger needs of society; and
7. In the case of any professional staff unit member, to develop new professional skills and techniques to the same end.

B. Unit members shall submit applications in writing for funding for their individual programs of professional development accompanied by receipts (See Application Form for Educational Needs/Professional Development, XXI-1, in Form Supplement); requests for equipment to be used outside the classroom shall be accompanied by a statement of particular purpose expanding on one or more of the purposes in 21.04A above.

C. In Fiscal Years 1987 and 1988 no unit member shall be unreasonably denied a minimum of $600 in educational needs funds provided he/she submits a bona fide request in accordance with A. and B. above. In Fiscal Year 1989 no unit member shall be unreasonably denied a minimum of $330.00 in educational needs funds provided he/she submits a bona fide request in accordance with A. and B. above.

D. Individual Programs of Professional Development

Within thirty (30) days of the date of execution of this Agreement, there shall be established at each College a Committee on Professional Development and Retraining, which shall be composed of three (3) unit members appointed by the President of the Association and two (2) persons appointed by the President of the College.

1. The Committee shall:
   a. Meet and confer with the Dean of Academic Affairs regarding criteria for the awarding of Professional Development Programs and shall utilize the guidelines for such Professional Development Programs;
   b. Receive and review all requests for programs of professional development as may be undertaken pursuant to the provisions of this Article, and the guidelines in effect and thereafter make recommendations to the President of the College regarding approval or disapproval of all programs of professional development submitted pursuant to the provisions of this Article;

c. Make recommendations regarding the allocation of monies which shall be available for the implementation of programs of professional development as may be undertaken pursuant to the provisions of this Article;

d. Develop and recommend a policy for the retraining of unit members who may be retrenched, and submit such recommended policy to the President of the College within three (3) months from the date on which the Committee shall have first convened; in discharging this responsibility, the Committee shall seek to compile and disseminate information regarding retraining and job opportunities for members of the bargaining unit.

e. Advise, when requested, individual unit members who shall have been or may be retrenched pursuant to the provisions of Article XIX of this Agreement for the purpose of assisting any such unit member in the development of a program of retraining.

2. The President of the College shall:

a. Upon receipt of the recommendations of the Committee on Professional Development and Retraining, grant such awards as he/she shall determine in accordance with the provisions of this Article;

b. Notify the applicants of the approval or disapproval of their program of professional development;

c. Notify the President of the Association of the grants and programs approved by him/her.

E. Definition

For the purpose of this Article, the phrase "individual program of professional development" shall in the case of any individual member of the bargaining unit mean a program designed to effectuate any one or more of the purposes set forth in Section A, which program shall have been developed at the initiation of such unit member, assented to by him/her, and approved as such by the President of the College or his/her designee; it being the common purpose of the parties to this Agreement to provide members of the bargaining unit with the specific means by which to achieve professional growth and to benefit the College.

SALARY SCHEDULE

STEP	A	B	C	D
1	19809	20107	20891	21955
2	20709	21020	21840	22952
3	21609	21934	22789	23950
4	22509	22847	23738	24947
5	23409	23761	24687	25945
6	24309	24674	25636	26942
7	25209	25588	26586	27940
8	26109	26501	27535	28937
9	27009	27415	28484	29935
10	27909	28328	29433	30932
11	28809	29242	30382	31930
12	29709	30155	31331	32927
13	30609	31069	32280	33924
14	31509	31982	33230	34922
15	32409	32896	34179	35919
16	33309	33809	35128	36917
17	34209	34723	36077	37914
18	35109	35636	37026	38912
19	36009	36550	37975	39909
20	36909	37463	38924	40907
21	37809	38377	39874	41904
22	38709	39290	40823	42902
23	39609	40204	41772	43899
24	40509	41117	42721	44897
25	41409	42031	43670	45894
26	42309	42944	44619	46892
27	43209	43858	45568	47889
28	44109	44772	46518	48887

FORM SUPPLEMENT

XX - 1 Application Form for Educational Needs/Professional Development Page No. xxxvi

ARTICLE XXII – MANAGEMENT ASSOCIATION COMMITTEE ON EMPLOYEE RELATIONS

22.01 College Level

There shall be established a committee at the College level to be known as the Management Association Committee on Employee Relations. Such Committee shall be comprised of six (6) members: three (3) representing the local College administration and three (3) representing the Association. Such representatives shall be respectively appointed by the President of the College and the President of the Chapter. In addition, the President of the College shall designate the chairperson for the College and the President of the Chapter shall designate the chairperson for the Association.

The purpose of said Committee shall be to discuss matters of mutual concern to the employee and the employer.

There shall be at least one (1) meeting per month during the academic year with the chairpersonship alternating between the College and the Association; provided, however, that whenever the parties mutually agree there is no need for a meeting during a month there shall not be a meeting.

Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled committee meetings.

It is understood that said Committee shall have no power to negotiate, alter, or amend the terms of this Agreement.

ARTICLE XXIII – NO STRIKE OR LOCK OUT PLEDGE

23.01 The Board agrees that it shall not lock out any or all of its employees for any cause during the term of this Agreement and the Association and its agents agree that they shall not engage in, induce or encourage any strike, work stoppage, slow down or withholding of services by said members.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board or the Association to seek or pursue any remedy at law or equity provided by the laws of the Commonwealth in the event of a violation of this Article.

ARTICLE XXIV – SAVINGS CLAUSE

24.01 If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties.

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties.

In recognition of this fact the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement; provided, however, that nothing in this Article shall prohibit the parties from conducting negotiations during the term of this Agreement regarding the impact on terms and conditions of the Board or its successor to close any College or to merge any College with another educational institution to consolidate, discontinue, or transfer existing functions, educational activities and programs.

The provisions of this Article notwithstanding, the parties may by mutual agreement upon the request of one (1) or both parties reopen negotiations on the provisions of this Agreement prior to the expiration date provided in Article XXVI.

ARTICLE XXV – HOLDOVER

25.01 In the event that the Board and the Association shall fail to secure a successor Agreement as hereinafter provided in Article XXVI prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached.

ARTICLE XXVI - DURATION AND SUCCESSORSHIP

26.01 This agreement shall be in full force and effect from and after July 1, 1986 through June 30, 1989; provided, however, that nothing herein contained shall be deemed to impose on the Board any obligation the discharge of which may be required to be sought pursuant to General Laws, Chapter 150E, Section 7, until such time as such appropriation shall have been duly made by the General Court pursuant to said provision of the General Laws; provided further that notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to said provision and the Board shall have monies allocable to the discharge of any obligation herein contained and any such monies shall at the sole discretion of the Board have been so allocated, such obligation shall be discharged in such measure as such monies so allocated shall permit.

If, in respect to this Agreement, the Governor shall have failed to act pursuant to General Laws, Chapter 150E, Section 7, the Association shall have the right upon thirty (30) days' written notice to the Board to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws, Chapter 150E.

Except as provided by express agreement of the parties, no claim of grievance of any collective bargaining agreement between the Board and the MTA/MCCC shall have validity that may be alleged to have occurred prior to the beginning of Academic Year 1986-1987.

In accordance with applicable provisions of Section 10 of Chapter 15A of the General Laws, each local Board of Trustees for each College covered under this Agreement shall appoint, transfer, dismiss, promote, and award tenure to all personnel of said College, subject to policies promulgated or agreements entered into by the Board of Regents.

To the extent permitted by law, the Board of Regents of Higher Education may delegate its authority or any portion thereof to the local Board of Trustees for each College whenever in its judgment such delegation may be necessary or desirable.

SIGNATURE PAGE

For the Massachusetts Board of Regents of Higher Education and the Massachusetts Regional Community Colleges

By: Carolyn R. Young
Carolyn R. Young
Associate Community College
Counsel & Chairperson

Date: June 16 1987

By: Carleton H LaPorte Jr
Carleton H. LaPorte
Director of Employee
Relations

Date: 6/16/87

By: Franklyn Jenifer
Franklyn Jenifer
Chancellor

Date: 6/16/87

For the Massachusetts Teachers Association/Massachusetts Community College Council

By: R Michael McSweeney
R. Michael McSweeney
Chairperson
MCCC Negotiating Team

Date: June 16, 1987

By: John J Carpenter Esq.
John J. Carpenter Esq.
Consultant-Negotiator
Massachusetts Teachers
Association

Date: JUNE 16, 1987

APPLICATION FOR SABBATICAL LEAVE

Name ____

College ________________________ Work Area ____________________

Number of years of seniority in the collective bargaining unit ____________

Number of years since last previous sabbatical ____________________

Check the type of sabbatical for which you are applying:

( ) Half year leave at full salary
( ) Half year leave at half salary
( ) Full year leave at half salary
( ) Full year leave at half workload at full salary
( ) Full year leave at half workload at half salary

Date on which proposed sabbatical would begin ________________________

Use the rest of this form and/or a separate sheet appended to this form to answer the following questions:

A. What activities will you do during the proposed sabbatical leave and what goals are these intended to achieve?

B. How will the proposed sabbatical meet the following criteria listed in section 9.01, 1, 2, a of the collective bargaining agreement?

"The following criteria shall be considered in determining who shall be granted for sabbatical leave:

(1) That the objectives of the sabbatical leave, if attained, would substantially contribute to the professional growth of the unit member.
(2) That the objectives of the sabbatical leave, if attained, would assist the unit member in substantially contributing to institutional needs and attainment of institutional purposes.
(3) That the unit member has the ability to achieve the goals of the project or plan based on his/her past experience and formal educational background.
(4) That the attainment of objectives of sabbatical leave as proposed are realistic in terms of time, costs, and other related variables.
(5) There exists independent financial support from other funding sources concerned with the proposed plan or project where College funding sources are otherwise unavailable."

STEP ONE COMPLAINT

For Board Use
Year:
Board No.:

TO PRESIDENT ____________________

GRIEVANT ____________________
(last) (first) (middle)

____
(rank/job title and classification)

DEPARTMENT/DIVISION/WORK AREA ____________________

DATE(S) OF ALLEGED CONTRACT VIOLATION ____________________

Statement of Grievance (State all known facts pertaining to the alleged breach on which the grievance is based. All evidence supporting your claim must be attached hereto. If additional space is needed, please attach additional pages, appropriately captioned.):

Specific Contract Provisions Alleged to Have Been Violated:

Remedy Requested:

Signature Date

Home Address Tel. No.

cc: MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108

Dennis Fitzgerald, MCCC Grievance Coordinator, Rocky Pond Road, Plymouth, MA 02360

N.B. This complaint must be filed within 30 calendar days.

ASSOCIATION EVIDENCE

For Board Use	
Year:	
Board No.:	

1. List on this cover sheet all documentary evidence you intend to use to support your grievance.

2. Attach copies of all evidence to this sheet and identify each document with the number assigned below.

Description of Evidence

(Include Dates of Correspondence)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

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MANAGEMENT EVIDENCE

For Board Use
Year:
Board No.:

1. List on this cover sheet all documentary evidence you intend to use to support your finding.

2. Attach copies of all evidence to this sheet and identify each document with the number assigned below.

Description of Evidence

(Include Dates of Correspondence)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

STEP ONE DECISION

For Board Use
Year:
Board No.:

GRIEVANT ______________________________

COLLEGE ______________________________

After reviewing the complaint and supporting evidence attached thereto and after meeting with the grievant for the purpose of resolving the grievance on ______________, 19 __, I make the following decision:

1. Statement of Facts:

2. Issue(s) presented by the grievant, including specific contract provisions alleged to have been breached:

3. Decision and Reason(s) for Decision:

4. Remedy offered, if appropriate:

____

____
President or Designee

____
Date (must be issued within thirty (30) days after receipt of grievance)

cc: MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108

Dennis Fitzgerald, MCCC Grievance Coordinator, Rocky Pond Road, Plymouth, MA 02360

N.B. You have the right to appeal this Decision to Step Two by filing an appeal on Form G5 within ten (10) calendar days after receipt of this Decision.

STEP ONE APPEAL

For Board Use	
Year:	
Board No.:	

TO: Chancellor's Designee
Community College Counsel's Office
75 Pearl Street
Reading, MA 01867

FROM: Grievant ______________________________

Grievance Issue(s) ______________________________
____
____
____

I hereby appeal the Step One Decision of the President of ______________________________ Community College.

____
Signature Date

____
Home Address

____
Telephone Number

cc: MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108

Dennis Fitzgerald, MCCC Grievance Coordinator, Rocky Pond Road, Plymouth, MA 02360

College President

N.B. This appeal must be filed within ten (10) calendar days after receipt of the Step One Decision.

STEP TWO

NOTICE TO MEET WITH THE CHANCELLOR OR HIS/HER DESIGNEE

For Board Use
Year:
Board No.:

Grievant ____
(last) (first) (middle)

Home Address ____

Date Grievance Received & Issue(s) ____________________

____

____

This is to acknowledge receipt of your above-mentioned grievance and to advise you that an appointment has been made for you to meet with the Chancellor's designee as follows to discuss this matter. The college administration is invited to attend.

Designee ______________________________________

Place ____

Date ____

Time ____

Would you arrange your employee responsibilities in order to attend this meeting as the time constraints under the contract require a decision by the Chancellor within forty (40) days from receipt of your grievance.

____
Chancellor or Designee

____
Date

cc: MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108

Dennis Fitzgerald, MCCC Grievance Coordinator, Rocky Pond Road, Plymouth, MA 02360

College President

STEP TWO DECISION

For Board Use
Year:
Board No.:

Grievant ____
(last) (first) (middle)

Home Address ____

After reviewing the Step One grievance record submitted by the President of the College, new evidence submitted at Step Two, if any, and matters discussed with you at the meeting held on ____________________, 19 ____, with my designee, I make the following decision:

1. Statement of Facts:

2. Issue(s) presented by the grievant, including specific contract provisions alleged to have been breached:

3. Decision and Reason(s) for Decision:

4. Remedy offered, if appropriate:

____

____________________________ ________________________
Chancellor's Designee Date

cc: MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108

Dennis Fitzgerald, MCCC Grievance Coordinator, Rocky Pond Road, Plymouth, MA 02360

College President

N.B. Only the MCCC/MTA has the right to appeal this Decision to arbitration. An arbitration approval request (Form G8) must be submitted to the MCCC Grievance Coordinator within ten (10) calendar days after you receive this Decision.

ARBITRATION APPROVAL REQUEST

To be completed by the grievant and forwarded to the Grievance Coordinator within ten (10) calendar days after receipt of the Step Two Decision.

For Board Use
Year:
Board No.:

GRIEVANT ______________________________
(last) (first) (middle)

COLLEGE ______________________________

DATE OF DECISION OF CHANCELLOR ______________________________

Please be advised that I am hereby submitting notice of my election to proceed to Step Three of the grievance procedure. I am requesting that my grievance be approved for arbitration by the MCCC/MTA grievance committee.

REASONS FOR THE DECISION ______________________________

____
Signature Date

cc: MTA Consultant for Higher Education, MCCC/MTA, 20 Ashburton Place, Boston, MA 02108

Dennis Fitzgerald, MCCC Grievance Coordinator, Rocky Pond Road, Plymouth, MA 02360

Workload Computation Form

UNITS OF INSTRUCTION				INSTRUCTIONAL HOURS				
COURSE	CONTACT HOURS	MULT. FACTOR	UNITS	COURSE CREDIT	MULT. FACTOR	PREP. TIME	CONTACT TIME	INSTRUCT. HOURS

Compute the units of instruction and instructional hours for first sections of didactic and seminar courses.

____	____	X 1	= ____	____	X 1 1/3	= ____	+ ____	= ____
____	____	X 1	= ____	____	X 1 1/3	= ____	+ ____	= ____
____	____	X 1	= ____	____	X 1 1/3	= ____	+ ____	= ____

Compute the units of instruction and instructional hours for subsequent sections of above.

____	____	X 1	= ____	____	X 2/3	= ____	+ ____	= ____
____	____	X 1	= ____	____	X 2/3	= ____	+ ____	= ____
____	____	X 1	= ____	____	X 2/3	= ____	+ ____	= ____

Compute the units of instruction and instructional hours for first sections of lab-like and clinical courses.

____	____	X 2/3	= ____	____	X 2	= ____	+ ____	= ____
____	____	X 2/3	= ____	____	X 2	= ____	+ ____	= ____
____	____	X 2/3	= ____	____	X 2	= ____	+ ____	= ____

Compute the units of instruction and instructional hours for subsequent sections of above.

____	____	X 2/3	= ____	____	X 1	= ____	+ ____	= ____
____	____	X 2/3	= ____	____	X 1	= ____	+ ____	= ____
____	____	X 2/3	= ____	____	X 1	= ____	+ ____	= ____

Compute the units of instruction and instructional hours for team teaching courses.

____	____	X ____	= ____	____	X ____	= ____	+ ____	= ____
____	____	X ____	= ____	____	X ____	= ____	+ ____	= ____
____	____	X ____	= ____	____	X ____	= ____	+ ____	= ____

Compute the units of instruction and instructional hours for individualized instruction, mediated learning or other non-traditional modes of instruction.

____	____	X 1/2	= ____	____	X 1/3	= ____	+ ____	= ____
____	____	X 1/2	= ____	____	X 1/3	= ____	+ ____	= ____
____	____	X 1/2	= ____	____	X 1/3	= ____	+ ____	= ____

Compute the units of instruction and instructional hours for course reductions for department chairperson, curriculum coordinator, or teaching reductions for any other purpose.

____	____	X ____	= ____	____	X 2	= ____
____	____	X ____	= ____	____	X 2	= ____
____	____	X ____	= ____	____	X 2	= ____

Total Units of Instruction ______

Total Instructional Hours ______

The first part of the workload computation is subject to a standard of 24 units of instruction per academic year. If an assignment of over 12 units of instruction is made in the fall semester, the projected instructional workload for the spring semester may be requested. Second, an assignment of more than 24 instructional hours per semester will require an adjustment in the 13 hours of non-instructional workload.

WORKLOAD MATERIALS ACKNOWLEDGEMENT

TO: ________________________________

FROM: ________________________________

DATE: ________________________________

This will acknowledge that the following materials for the ____________, 19___ semester have been received by the President or his/her designee and returned to the unit member:

________ Course Materials

________ Student Advisement Log

________ List of College Service Activities Performed

____
Signature
President or Designee

____
Signature
Unit Member

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM

______________________ Campus

STUDENT EVALUATION OF INSTRUCTOR

Your cooperation is requested by the Faculty and the Administration on providing information regarding the instructor of the course(s) you are now taking. Evaluation is fundamental for the maintenance of academic and professional standards of excellence, and for the promotion of professional growth. The information you give will be used to assist the College in making decisions regarding your instructor's status in areas such as promotion, tenure, multiple-year contract, reappointment and/or termination.

For purposes of student evaluation, faculty members shall not be entitled to the identity of the student respondent unless such evaluation is utilized as a basis for dismissal or other disciplinary action.

DIRECTIONS: In completing this evaluation form, first fill in the three-digit instructor code number (as given by the proctor) in the space provided on the left. Then, using the scale listed below, indicate the number which seems in your honest opinion, most appropriate for this instructor. Place each answer in the space provided at the left.

RATING SCALE

5 = Excellent Performance
4 = Very Good Performance
3 = Fair Performance
2 = Poor Performance
1 = Unsatisfactory Performance

Finally, please sign this form in the space at the bottom. Unsigned forms cannot be used. When you have completed this form and signed it, tear the signature section from the sheet along the dotted line and hand the two parts separately to the proctor. The proctor will make sure that one of the matching sequence numbers is on each part you hand in.

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM
EVALUATION OF INSTRUCTION

Course Number:

Instructor:

Please Read First: The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and then indicate your rating by placing a check mark under the response you have chosen.

	Response Choices				
	Excellent Performance (5)	Very Good Performance (4)	Fair Performance (3)	Poor Performance (2)	Unsatisfactory Performance (1)
1. How well did the course meet the published course description?					
2. How well were the instructional objectives of the course explained?					
3. To what extent were the instructional objectives accomplished?					
4. How well was the course organized?					
5. How well prepared was the instructor?					
6. How effective was the instructor's presentation?					
7. How well do you think the instructor had a grasp of his/her subject matter and related fields?					
8. To what degree do you think the method of instruction was appropriate to the course objectives?					
9. How well did the instructor respond to student questions?					
10. To what degree were students encouraged and given the opportunity to participate in class?					
11. How fair was the instructor's method of evaluation of student performance?					
12. Did the instructor meet with and help you when requested? (answer if applicable)					
13. How effective overall was the assigned text as a learning aid? (if applicable)					
14. How effective overall were the supplementary course materials as learning aids? (if applicable)					

Date:______________

____
Student

STUDENT EVALUATION SUMMARY

Faculty Member:____
Department:____
Division:____
Evaluator:______________________ Title:________________
Year and Semester:____________________________________

Overall Student Evaluation Scores for each Class:

Class and Section	Score
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Average Score for all Classes:_______________

Evaluator's Comments:

Faculty Member's Comments (if any):

I have read and received a
copy of this evaluation.

Evaluator	Faculty Member
Date:______________	Date:______________

If the faculty member wishes to respond to this evaluation, he/she must do so within seven (7) working days.

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM

COURSE/INSTRUCTIONAL MATERIALS EVALUATION FORM

Faculty Member:____

Evaluator:_______________________ Title:__________________

Department:____

Division:____

Year and Semester:______________________________________

1. Are the materials submitted for course evaluation complete in accordance with Article XIII, Section 13.02B2 (see attached checklist)?

2. Is the course outline consistent with the College's catalogue description of the course?

3. Does the course outline evidence teaching procedures appropriate to the course?

4. Are the instructional objectives appropriate to the course and to the requirements students must meet to complete the course?

5. Are the procedures for evaluating students appropriate to the course?

6. Evaluator's summary of course materials evaluation.

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Faculty Member's Comments (if any):

I have read and received a copy of this evaluation.

Evaluator ______________________ Faculty Member ______________________

Date:__________________ Date:__________________

If the faculty member wishes to respond to this evaluation, he/she must do so within seven (7) working days.

COURSE/INSTRUCTIONAL MATERIALS EVALUATION FORM

Faculty Member:____
Evaluator:_________________________________ Title:__________________
Department:____
Division:____
Year and Semester:____

CHECKLIST FOR COURSE MATERIALS

____ 1. Instructor's Name/Office Location

____ 2. Course Title/Number

____ 3. General course description (according to College catalogue)

____ 4. All required texts and paperbacks, including information on publisher and edition used

____ 5. Course topics and/or assignments and/or required and/or supplemental reading

____ 6. Teaching procedures (briefly describe)

____ 7. Instructional objectives (list)

____ 8. Basis for student grading

____ 9. Procedure (criteria) for evaluating student performance

____ 10. Tentative Test Schedule/Assignment(s) Schedule

____ 11. Attendance Policy

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM

PROCESS FOR CLASSROOM/INSTRUCTIONAL OBSERVATION

Instructor: ____________________

Evaluator: ____________________ Title: ____________________

Campus: ____________________

Department: ____________________

Class to be observed:

Course: ____________________	Pre-Conference (if appropriate)
Date: ____________________	Date: ____________ Time: ________
Time: ____________________	Post-Conference (if appropriate)
Room: ____________________	Date: ____________ Time: ________

1. Relationship of class content to instructional objectives of course:

2. Appropriateness of instructor's teaching methods to attainment of the stated instructional objectives:

3. Effectiveness of the instructor's teaching methods:

4. Instructor's ability to develop and maintain appropriate student interest:

5. Instructor's ability to organize and present course content and materials:

6. Instructor's ability to respond to student questions:

7. Special areas of performance not included above (not to be included in performance evaluation):

8. Evaluator's summary of instructional performance:

Faculty Member's Comments (if any):

I have read and received a copy of this evaluation.

Evaluator

Faculty Member

Date:

Date:

If the faculty member wishes to respond to this evaluation, he/she must do so within seven (7) days.

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM

STUDENT ADVISEMENT LOG

Advisor: ____________________ Semester: ____________________ Year: __________
Evaluator: ____________________ Title: ____________________ Date Submitted: __________
Department/Program: ____________________ Division: ____________________

Student's Name	Program	Date of Conference	Recommendations/Purpose

xx

XIII - E4

Evaluator's Summary of Student Advisement or Recruitment Activities (if any):

Unit Member's Comments (if any):

I have read and received a copy of this evaluation.

Evaluator

Unit Member

Date:______________

Date:_______________

If the unit member wishes to respond to this evaluation, he/she must do so within seven (7) working days.

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM

COLLEGE SERVICE EVALUATION

Unit Member:______________________________
Department/Program:_________________________
Division:________________________________
Evaluator:________________ Title:______________

1. List the college service activities assigned pursuant to Article XIII, Section 13.02B4 and 13.03B2.

2. Activities Completed	Date(s) of Participation (if applicable)

3. Attach any documentation which evidences participation in the college service activities set forth above (if requested).

I hereby certify that I have participated in the college service activities as set forth above.

____
Unit Member

Date:________________

Evaluator's Summary of College Service:

Unit Member's Comments (if any):

I have read and received a copy of this evaluation.

Evaluator

Unit Member

Date:____________________

Date:____________________

If the faculty member wishes to respond to this evaluation, he/she must do so within seven (7) working days.

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM

FACULTY SUMMARY EVALUATION

Faculty Member:____
Department/Program:______________________________________
Division:____
Evaluator:____________________ Title:____________________

Evaluate the overall performance of the instructor:

A faculty member deemed unsatisfactory and ineligible for sabbatical leave, professional leave, tenure, promotion or performance-based awards shall be notified in writing concurrent with receipt of this evaluation.

Faculty Member's Comments (if any):

I have read and received a copy of this evaluation.

____________________	____________________
Evaluator	Faculty Member
Date:____________	Date:____________

If the faculty member wishes to respond to this evaluation, he/she must do so within seven (7) working days.

Professional Staff Position Description

Page ___ of ___

Period Covered by this E7 July 1, 198__ to June 30, 198______

(Due July 1)

Professional Staff Member:________________________________
Job Title:________________________________
Department/Work Area:________________________________
President or Designee:________________________________

Format the E7 as follows (use additional pages as necessary):

Job Description Item (Goal) [use I, II, III, ...]

Objective(s) (if appropriate and mutually agreed) Item(s) [use A, B, C, ...]

Activities/Methods Item(s) [use 1, 2, 3, ...]

President or Designee	Professional Staff Member
Date ________________	Date ________________

Professional Staff Work Performance Evaluation

Page ___ of ___

Period Covered by this E8 ________, 198__ to ________, 198__ ___
July 1, 198__ to June 30, 198__ ___

(Due: January 15 ___
June 1 ___)

Professional Staff Member: ______________________________
Job Title: ______________________________
Department/Work Area: ______________________________
President or Designee: ______________________________

Format the E8 as follows (use additional pages as necessary):

Job Description Item (Goal),
Objective(s) Item(s), or
Activities/Methods Item(s)

Number (refers to E7) Evaluator's Comments

Professional Staff Work Performance Evaluation

Page ___ of ___

Period Covered by this E8 __________, 198__ to __________, 198__ ___
July 1, 198__ to June 30, 198__ ___

(Due: January 15 ____
June 1 ____)

Evaluator's Summary of Work Performance Evaluation:

Professional Staff Member's Comments (if any):

I have read and received a copy of this evaluation.

______________________________ President or Designee

______________________________ Professional Staff Member

Date ______________________________

Date ______________________________

(If the professional staff member wishes to respond to this evaluation, he/she must do so within seven (7) working days.)

Professional Staff Summary Evaluation

Page ___ of ___

Period Covered by this E9 ________, 198__ to ________, 198__ ___
July 1, 198__ to June 30, 198__ ___

(Due: February 1 _____
June 15 _____)

Professional Staff Member: ______________________________
Job Title: ______________________________
Department/Work Area: ______________________________
President or Designee: ______________________________

Evaluation - Overall Performance of the Professional Staff Member

A professional staff member deemed unsatisfactory and ineligible for sabbatical leave, professional leave, tenure, promotion or performance-based awards shall be notified in writing concurrent with the receipt of this evaluation.

Professional Staff Member's Comments (if any):

I have read and received a copy of this evaluation.

______________________	______________________
President or Designee	Professional Staff Member
Date ________________	Date ________________

(If the professional staff member wishes to respond to this evaluation, he/she must do so within seven (7) working days.)

Faculty/Professional Staff Promotion Application

______________________________ Community College

Application for a Promotion for Academic Year _____

1. To be completed by Unit Member:

Name ______________________________

Department/Work Area ______________________________

Division ______________________________

Date of Last Promotion ______________________________

Step/Salary ____________________ / ____________________

Number of Promotions Since Date of Hire ______________________________

Rank at Time of Hire ______________________________

2. To be completed by the immediate supervisor:

A. Eligibility

1. Candidate for promotion is:

( ) eligible for promotion
(meets minimum time since last promotion, evaluation requirements, and does not exceed maximum number of promotions)

( ) ineligible

2. Reason(s) for ineligibility:

B. Performance

C. Seniority ______________________________

Divisional Rank for Promotion (up to the number of promotional opportunities) ______________________________

Faculty/Professional Staff Promotion Application Cont'd
Page 2

Reasons for Rank (if requested):

Chairperson Signature Date

3. To be completed by appropriate Dean(s):

Institutional Rank (up to the number of promotional opportunities):

Reasons(s) if Dean's rank reverses any divisional rank of any unit member:

Dean(s) Signature(s) Date

4. To be completed by the College President:

Recommendation for promotion ( ) yes ( ) no

Reasons if President's rank reverses Dean's rank of any unit member:

President Date

5. To be completed by the Board of Trustees:

Promotion Decision: ( ) yes ( ) no

Chairperson Date

Evaluation Form

Name of Department Chair/Curriculum Coordinator Being Evaluated: ____________________

Date: ____________________

Directions: The evaluations by unit members shall be used for the sole purpose of the recommendation to appoint/non-reappoint the Department Chair. The evaluation of the Department Chair/Program Coordinator shall include the evaluation by each unit member within the work area/program. If the question does not apply, write "not applicable."

1. Does the Department Chair (Program) assist in the recruitment and orientation of new instructional staff and if yes, how effectively?

2. Does the Department Chair (Program) advise in the instructional competency of all applicants for vacant positions after consultation with members of the program unit and if yes, how effectively?

3. Does the Department Chair (Program) submit the preferred subject matter preparation and class schedule of unit members within his/her program consistent with Article XXI and if yes, how effectively?

4. Does the Department Chair (Program) supervise the development of instructional materials and assist in conducting research on the effectiveness of the instructional program consistent with the philosophy and objectives of the College, the requirements of external and/or regulatory agencies and Article VII and if yes, how effectively?

5. Does the Department Chair (Program) assist in the implementation of the evaluation process as stated in Article XIII relative to:

   a. The process of evaluation of course materials and if yes, how effectively?

   b. The process for classroom observation in a clinical or laboratory-like setting wherein the student is developing a variety of occupational and/or pre-professional skills fundamental to the students' performance after completion of designated program and if yes, how effectively?

6. Does the Department Chair (Program) encourage faculty to develop new methods of instruction and if yes, how effectively?

7. Does the Department Chair (Program) cooperate and facilitate cooperation with other program areas and/or departments, learning resources, student services and administrative services within the College and if yes, how effectively?

8. Does the Department Chair (Program) assist in the development, dissemination and implementation of Board/College policies, regulations and procedures which affect the department/program and if yes, how effectively?

9. Are liaisons with external agencies that are essential to the implementation of the program effective and if yes, how effective?

10. Does the Department Chair (Program) convene department meetings when needed and if yes, how effectively?

Faculty Member's Comments (if any):

Tear Off

Unit Member will sign before returning to Division Chair.

Evaluator: ______________________________

Date: ________________________________

Please sign this form in the space at the bottom. Unsigned forms cannot be used. When you have completed this form and signed it, tear the signature section from the sheet along the dotted line and hand the two parts separately to the President or his/her designee who will make sure that one of the matching sequence numbers is on each part you hand in.

Evaluation Form

Name of Department Chair/Work Area Being Evaluated:

____

Date: ____________________

Directions: The evaluations by unit members shall be used for the sole purpose of the recommendation to appoint/non-reappoint the Department Chair. The evaluation of Department Chair/Work Area shall include the evaluation by each unit member within the work area/program. If the question does not apply, write "not applicable."

1. Does the Department Chair (Work Area) assist in the recruitment and orientation of new instructional staff and if yes, how effectively?

2. Does the Department Chair (Work Area) advise in the instructional competency of all applicants for vacant positions after consultation with members of the program unit and if yes, how effectively?

3. Does the Department Chair (Work Area) submit the preferred subject matter preparation and class schedule of unit members within his/her program consistent with Article XXI and if yes, how effectively?

4. Does the Department Chair (Work Area) assist in the implementation of the evaluation process as stated in Article XIII relative to the process of evaluation of course materials and if yes, how effectively?

5. Does the Department Chair (Work Area) assist in the development, dissemination and implementation of Board/College policies, regulations and procedures which affect the department/program and if yes, how effectively?

6. Does the Department Chair (Work Area) convene department meetings when needed and if yes, how effective?

Faculty Member's Comments (if any):

Tear Off

Unit member will sign before returning to Division Chair.

Evaluator: ______________________________

Date: ______________________________

Please sign this form in the space at the bottom. Unsigned forms cannot be used. When you have completed this form and signed it, tear the signature section from the sheet along the dotted line and hand the two parts separately to the President or his/her designee who will make sure that one of the matching sequence numbers is on each part you hand in.

APPLICATION FORM FOR EDUCATIONAL NEEDS/PROFESSIONAL DEVELOPMENT

NAME____

COLLEGE______________________________________

DIVISION____________________DEPARTMENT____________________

DATE____

NATURE OF REQUEST:

PURPOSE FOR REQUEST:

AMOUNT REQUESTED:

ERIC Clearinghouse for
Junior Colleges
JUL 8 1988